

AFFAIRS IN THE INDIAN DEPARTMENT.

FEBRUARY 25, 1871.—Ordered to be printed and recommitted to the Committee on Appropriations.

Mr. SARGENT, from the Committee on Appropriations, made the following

R E P O R T .

The Committee on Appropriations, who were instructed to make investigation into Indian affairs, made the following report :

Certain charges were made December 7, 1870, by William Welsh, of Philadelphia, against the Commissioner of Indian Affairs, in a letter to the Secretary of the Interior, containing allegations of fraud and improvidence in the conduct of Indian affairs. The letter was published in the Washington papers and elsewhere, and though the writer held no official position it appeared that some investigation into the conduct of the officers charged with disbursements for Indian purposes was necessary. Accordingly on the 12th of December, 1870, the following resolution was adopted by the House of Representatives :

Resolved, That the Committee on Appropriations be directed to inquire and report to this House what effect, if any, has been given to the following provision of the act "making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes for the year ending June 30, 1871, and for other purposes," namely: "It shall be the duty of said board of Indian commissioners to supervise all expenditures of money appropriated for the benefit of Indians in the United States, and to inspect all goods purchased for said Indians in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commission in making purchases of such goods." Also to what amount moneys have been expended on goods purchased in disregard thereof; also, whether the contracts for the purchase of flour or beef cattle for the Indian tribes on the Missouri River have been corruptly or improvidently made, or for greater quantities than required by the service; also, to investigate the charges of fraud and improvidence against the Indian service made in the report of William Welsh, esq., to the Secretary of the Interior; also, whether any portion of the sum of \$90,000 appropriated in said act for the Quapaw Indians has been paid to other parties or diverted from its intended use; and that they have power to report at any time, and send for persons and papers.

Under this resolution your committee have endeavored to execute the will of the House, and have made strict and thorough investigation within the limits of inquiry designated. The first act of the committee was to give written notice to the complainant of the pendency of the investigation, and to request of him to be present at the sessions of the committee, and to furnish the names of any witnesses who could testify to the alleged misconduct. A notice was also sent to Commissioner Parker, requesting his presence, and offering to compel the attendance of any witnesses he might require for his defense. In compliance with the suggestions of the committee, Mr. Welsh appeared, and personally conducted the examination of witnesses; Mr. Parker, by leave of the committee, being represented by counsel of his own choice. A large amount of testimony was taken for the respective parties, and the committee

summoned others of its own motion. The testimony, as well as the printed arguments of the respective parties, is submitted with this report. It is due to truth to say that in the examination of witnesses the committee deemed it a duty to assist the prosecutor, who is not a lawyer, in a rigid examination of witnesses; to exert for him every power delegated to us to bring witnesses before the committee; to lay open the files and records of the Departments, and even the private bank accounts and telegrams of individuals connected with the inquiry.

To the mind of the committee, the testimony shows irregularities, neglect, and incompetency, and, in some instances, a departure from the express provisions of law for the regulation of Indian expenditures, and in the management of affairs in the Indian Department. But your committee have not found evidence of fraud or corruption on the part of the Indian Commissioner. With much to criticise and condemn, arising partly from a vicious system inherited from the past, and partly from errors of judgment in the construction of statutes passed to insure economy and faithfulness in administration, we have no evidence of any pecuniary or personal advantage sought or derived by the Commissioner, or any one connected with his Bureau.

The first duty enjoined upon your committee was to inquire and report what effect, if any, has been given to the third section of the appropriation act of July 15, 1870, and what amount of moneys has been expended in disregard of it. The section referred to is as follows:

And it shall be the duty of said commissioners [referring to the board of commissioners created by the act approved April 10, 1869] to supervise all expenditures of money appropriated for the benefit of Indians in the United States, and to inspect all goods purchased for said Indians, in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commissioners in making purchases of such goods.

There is much testimony concerning a contract made with J. W. Bosler for a supply of beef, bacon, and other articles, on the 17th of June, 1870, to which we shall hereafter allude; but it is sufficient to say for this branch of the subject, that that contract was made nearly a month before the appropriation bill containing the foregoing provision was enacted; and however it may have been made in disregard of other laws, it should not be judged by the subsequent statute. There was an extension of this contract made on the 10th of August, 1870, as to beef and flour, and a contract was made with J. A. Morrow for beef on the 17th of September, 1870, as well as several minor contracts, together involving a large expenditure, to which the section referred to in the resolution will apply. It appears from the evidence that the Commissioner of Indian Affairs did not consult the board of Indian commissioners in making purchases of provisions, or of any goods for the Indian service, except dry goods, blankets, and articles of that character. The explanation given in his testimony for this neglect is, that he believed that the law made a distinction between "goods" and "supplies," and the inconvenience of calling upon the commissioners to inspect every purchase and supervise every expenditure under the act. Your committee believe this view of the Commissioner erroneous, and that it was his duty to require the commissioners to supervise all purchases, to inspect all goods and supplies, and to consult the board on all expenditures. If the law worked inconvenience, on proper representation, after fair trial, Congress would probably modify it. The organization of the board of Indian commissioners was a part of the new system for dealing with the Indians, designed to aid in the introduction of an element of humanity into the dealings of the Government with the Indians, and to insure economy and faithfulness in expenditures for their civilization and com-

fort. Even with the limits to their usefulness occasioned by this construction of the Commissioner, they have succeeded in accomplishing much good, and have unselfishly and honorably discharged the duties required of them. The benefits of their supervision may be seen from the testimony relating to the purchase of annuity goods, where better articles were obtained at less prices than ever before.

The next article of inquiry submitted to us is "whether the contracts for the purchase of flour or beef cattle for the Indian tribes on the Missouri River have been corruptly or improvidently made, or for greater quantities than required for the service."

On the 17th of June, 1870, a contract was made with J. W. Bosler, of Carlisle, Pennsylvania, for the following-described subsistence stores, to be delivered as stated in the following extract from the contract, and at the prices stated:

To the agent of the Yankton Sioux Indians, at their reservation in Dakota Territory, the following supplies, viz: 234,000 pounds of beef, net, 24,000 pounds of bacon or dried salt pork, 96,000 pounds of flour, 7,600 pounds of coffee, 15,200 pounds of sugar, 1,920 pounds of salt, 1,920 pounds of soap, 900 pounds of tobacco.

To the agent in charge of the Indians at the Crow Creek agency, Dakota Territory, the same quantity of each article as that agreed to be delivered at the Yankton reservation.

To the agent in charge of the Indians at the Cheyenne agency, Dakota Territory, the same as at the Yankton reservation.

To the agent in charge of the Indians at the Whetstone agency, Dakota Territory, the following, viz: 468,000 pounds of beef, net, 48,000 pounds of bacon or dried salt pork, 192,000 pounds of flour, 15,200 pounds of coffee, 28,800 pounds of sugar, 3,840 pounds of salt, 3,840 pounds of soap, 1,800 pounds of tobacco.

To the agent in charge of the Indians at the Grand River agency, Dakota Territory, the following, viz: 585,000 pounds of beef, net, 60,000 pounds of bacon or dried salt pork, 202,500 pounds of flour, 18,000 pounds of coffee, 36,000 pounds of sugar, 4,500 pounds of salt, 4,500 pounds of soap, 2,250 pounds of tobacco.

The beef is to be of good, merchantable quality, and to be delivered on foot; one-third, or thereabouts, to be delivered on or about the 15th of July; one-third on or about August 1, and the residue on or about the 1st of September, 1870.

The flour is to be of number one spring wheat, in accordance with the sample in the office of the Commissioner of Indian Affairs, Washington, District of Columbia.

All the articles herein named, with the exception of the beef, are to be delivered at the respective agencies, between the 1st and 15th of July, 1870, and are to be of a good merchantable quality.

In consideration of the faithful performance of this agreement on the part of the party of the second part, he shall be paid at the office of the Commissioner of Indian Affairs, Washington, District of Columbia, on presentation of the receipts of the respective agents, the following prices, to wit:

For all beef furnished by him and received by said agents he shall be paid at the rate of six and a half cents (6½c.) per pound gross; for bacon, twenty-five cents (25c.) per pound; for flour, six and a half cents (6½c.) per pound; for coffee, twenty-eight cents (28c.) per pound; for sugar, eighteen cents (18c.) per pound; for salt, eight cents (8c.) per pound; for soap, fifteen cents (15c.) per pound; and for tobacco, eighty-five cents (85c.) per pound.

This contract was made in advance of the passage of the Indian appropriation bill, which was delayed by the difference between the House and Senate as to the proper mode of dealing with treaties made by the peace commission, and was not in pursuance of public advertisement. The excuse given for the making of this contract at that time is found in the following extract from the testimony of the Commissioner:

Q. Where was this contract of the 17th of June entered into?—A. In Washington City.

Q. What was the exigency that required a contract of that magnitude?—A. The Sioux, of Missouri, in June, 1870, had five agencies along the Missouri River, covering a distance up and down the river of, I suppose, between six and eight hundred miles; they had recently come into these agencies, and located under the stipulation that they should be subsisted there, according to their treaty with the peace commissioners. In the appropriation bill for the fiscal year ending June 30, 1870, was the appropriation

of two millions in bulk for the use of the Indians generally. After the passage of that appropriation bill, an arrangement was made with the Commissary Department of the Army to subsist the Indians wherever it was necessary, to be paid out of that two million fund. These Sioux Indians, while they were not really friendly, were not absolutely hostile. The appropriation bill was hanging here in Congress. On the 15th of June, two weeks before the arrangement with the Commissary Department was to terminate, we saw before us very serious difficulties. If the office took no action at all for continuing the supplies after the commissary's had ceased, we feared that the Indians would either leave the agencies or subsist themselves by depredating upon what they could find about them. We did not want them to leave the agencies or enter into any kind of depredations. My idea was that if we could subsist them for three months, we could in the ordinary routine of the business of the office be able to make regular arrangements for subsisting them after that time; and in making this contract of the 17th of June, my intention was to cover the exigency which then seemed to arise for subsistence for about three months from the 1st of July.

Your committee admit that the delay of the passage of the appropriation bill caused serious inconvenience to the Indian service, and necessitated some action to keep the restless Indians at peace, and to avert an Indian war. The Commissary Department had signified its purpose to cease furnishing supplies, and these had to be looked for in some other direction. But we think the Commissioner erred in taking the responsibility of making this contract, even if he consulted the Secretary of the Interior in the matter. The law of March 2, 1861, section 10, contains this clause:

No contract or purchase shall hereafter be made, unless the same be authorized by law or under an appropriation adequate to its fulfillment, except in the War and Navy Departments, for clothing, subsistence, forage, fuel, quarters, or transportation, which, however, shall not exceed the necessities of the current year.

The President of the United States unquestionably has the power, in view of an exigency such as existed in this case, to order supplies for the Indians through the War Department, and it is a dangerous power, not contemplated by law, to allow a subordinate officer to make large purchases at his own discretion in the absence of appropriations. But that an exigency existed there can be no doubt from the testimony.

In one of Governor Burbank's letters to the Commissioner, (June 18,) he says:

Allow me to call your attention to the statement of Major Hearn, that the flour, bacon, sugar, and coffee will last only to July 1. You are well aware that we must feed or fight the Indians in this superintendency, and by failing to have full supplies on hand we furnish the disaffected with an argument, or pretext, at least, to compel those who are disposed to be friendly to join them.

I trust that you have the means at your command to send a full supply at once; but, if not, I hope that you may devise some means whereby subsistence can be kept on hand at this and all the other agencies.

Agent Hearn, from the Grand River agency, June 2, 1870, writes:

I earnestly request that supplies be forwarded as soon as possible, as the deportment of the Indians deserves that the Government should promptly comply with the conditions of their treaty.

Again, July 1, Agent Hearn writes:

We are entirely out of flour and bacon. * * * Many Indians are dissatisfied, and think the Government is going to stop feeding and clothing them, as their supply of provisions for the coming year has not arrived, and they are living on corn and beef. I respectfully request that supplies be forwarded as soon as possible, if they are not already on the way.

Captain Poole, Indian agent at Whetstone, wrote, June 18:

I am officially informed by Colonel Sullivan, supervising commissary Sioux Indian country, stationed here, that the rations for Indians at Whetstone agency will be entirely exhausted by the 10th day of July, 1870. As all the time will be required from this date to forward said supplies from this point, the nearest market where they can be procured, I deemed it for the interest of the service to notify you by telegram, that immediate steps may be taken to continue the supplies.

And he telegraphed the same day :

The supplies for Indians at Whetstone agency will be entirely expended by July 10, 1870; all the time will be required to forward more. Colonel Sullivan, commissary of subsistence, is prepared to forward them from this point on receipt of orders. Will the order be issued?

Major Goodhue, agent of the Yankton agency, wrote June 18, as follows:

I cannot too strongly urge upon the Department the importance of making provisions for the Indians of this agency, commencing with the month of July. All the rations provided for them under contract of last year will have been consumed by that time, and, in my judgment, if the Department should cease to feed them at this time, the Indians will scatter, many of them joining the disaffected Sioux, who are now committing depredations along the line of the Union Pacific Railroad. The Indians of the upper agencies are constantly taunting the Yanktons with a statement of the fact that they, (the Yanktons,) who are peaceable and friendly to the whites, have never received the presents and provisions from the Government that they, the hostile and unfriendly ones, have. If the Government should feed the Indians of the Whetstone, Cheyenne, Crow Creek, and Grand River agencies during the coming year, and withhold supplies from the Yanktons, it will result in the disintegration of the tribe, and have a strong tendency to alienate the friendly feeling now existing toward the Government. And if perchance there should be an uprising of the Sioux Nation this year, the Yanktons, smarting under what they deem the neglect of the Government, would in all probability join the hostiles. It is of the first importance, in view of the past and present efforts to advance these Indians in civilization, to pursue a policy that will induce them to remain contentedly on their reservation. If they become scattered and disaffected, in a very short time they will relapse into the same degree of wildness and barbarism that now characterizes their brothers of the Upper Missouri.

In view of these facts, I would earnestly invite the attention of the honorable Commissioner of Indian Affairs to the importance of making ample provision for subsisting the Yankton Indians.

The representations to the Commissioner about that time seem to have been uniform and urgent for some provision to be made to meet an exigency.

If an exigency existed for these supplies, which we cannot doubt, it was not only impossible to take the time necessary for an advertisement, but it was dispensed with by law. Section 10 of the act of March 2, 1861, provides that—

All purchases and contracts for supplies or services in any of the Departments of the Government, except for personal services, when the public exigencies do not require the immediate delivery of the article or articles, or performance of the service, shall be made by advertising a sufficient time previous for proposals, respecting the same. When immediate delivery or performance is required by the public exigency, the articles or service required may be procured by open purchase or contract at the places and in the manner in which such articles are usually bought and sold, or such services engaged between individuals.

It is alleged that the prices paid under this contract were larger than they should have been, or than fair competition would have secured for the Government. The price paid for beef, though not higher than the prices paid by the Indian Bureau and the peace commission in previous years, is considerably more than under a subsequent contract made with Morrow, and higher than that paid by the Commissary Department for the same reservations during the year 1870. We think this is partly due to the higher prices charged by contractors when there is no money in the Treasury to pay their bills, and an uncertainty about appropriations, and partly to an absence of competition. The Commissioner says he endeavored to inform himself as to the prices of supplies, and that many persons seeking contracts conversed with him. The only evidence of the nature of the offers made at that time is in the testimony of Mr. Finn, of St. Louis, who offered in writing to take a contract for the Whetstone agency, at a less rate per pound. As we have indicated, the proper solution of the matter was for the Commissioner to have referred it to the President, that the Indians might be sub-

sisted through the War Department. By this means the advantage of a lower rate could probably have been secured, and there could have been no opportunity to allege the assumption of doubtful powers by the Bureau officer.

After making this contract, and the passage of the appropriation bill, the Commissioner visited New York, and, in concurrence with the Indian commissioners, made purchases of three or four hundred thousand dollars' worth of goods for annuity purposes, after advertisement. He left in charge of his office his chief clerk as Acting Commissioner, endeavoring to direct its affairs, in part, by telegraph. He was gone, most of the time, for two months. During the time the chief clerk neglected to advertise for further supplies, and the Commissioner being, as he states, absorbed in the New York purchases, did not direct any action to be taken to procure further supplies until the 10th of August, when, without advertisement, he directed Bosler to furnish 1,500,000 pounds more of beef, net, at the rate of the June contract, and from 2,000,000 to 3,000,000 pounds of flour, not to cost exceeding three and a half cents per pound at Sioux City. There seems no reason for the neglect to invite competition, by advertisement, for these supplies, except the absence of the Commissioner, and his attention to the purchases being made in New York. He may have relied on the skill and promptitude of his chief clerk, but we think he should have given personal attention to the matter. The Morrow contract for beef was made September 17, 1870, after due advertisement, and the benefit to the Government from advertising is shown from the fact that the beef furnished under it was contracted for at \$3 88 per hundred pounds, against \$6 50 per hundred pounds under the Bosler contract. Seventeen proposals were made, averaging about \$5 per hundred weight, gross. As there was money to pay the bills, the contractors could offer at lower rates, and the difference the Government gained would probably have been secured in August, if, instead of the August extension, an opportunity for competition had been given at that time. It is alleged, however, that the present contractors are losing heavily under their contract. In regard to the contract made for transportation of goods on the Missouri River, we think an examination of the contract made by the Commissioner, and those by the Quartermaster's Department, will show that the latter are most favorable to the Government, notwithstanding the stress laid upon the value of the way freights provided for in the latter. It is true, the season was advanced when some of the Indian goods, needing transportation, were shipped, and the river was getting low. Any interruption of navigation would lead to great expense in transporting by wagons by the company taking the contract; yet we believe that competition, obtained by advertising, would have secured at least as favorable rates as the quartermaster's contracts afforded; and most of the supplies, if not all of them, could have been carried under the latter contract.

We do not find that the purchases have exceeded in magnitude the wants of the service.

In conclusion of this branch of the subject, your committee would state that they have no action to recommend to the House other than they have heretofore incidentally suggested. We think that the law requiring the supervision of Indian expenditures was wisely intended, and that it should be executed. To give it greater clearness and efficiency the committee proposed recently the following amendment to the Indian appropriation bill, which was adopted by the House, and we trust may become a law by the assent of the Senate and Executive:

That hereafter no payments shall be made by any officer of the United States to contractors for goods or supplies of any sort furnished to the Indians, or for the transportation thereon, or for any buildings or machinery erected or placed on their reservations, under or by virtue of any contract entered into with the Interior Department, or any branch thereof, on the receipts or certificates of the Indian agents or superintendents for such supplies, goods, transportation, buildings, or machinery, until such receipts or other vouchers shall have been submitted to the executive committee of the board of commissioners appointed by the President of the United States and organized under the provisions of the fourth section of the act of April tenth, eighteen hundred and sixty-nine, and the third section of the act approved April fifteenth, eighteen hundred and seventy, for examination, revision, and approval; and it shall be the duty of said board of commissioners, without unnecessary delay, to forward said receipts or other vouchers so submitted to them to the Secretary of the Interior, with the reasons for their approval or disapproval of the same, in whole or in part, attached thereto; and said Secretary shall have power to sustain, set aside, or modify the action of said board, and cause payment to be made or withheld as he may determine; if he overrules or modifies the action or decision of said board of commissioners, he shall furnish said board with his reasons therefor in writing, which shall be made part of their records.

We have found the system of agents' receipts, as vouchers, unsatisfactory and unsafe, and a change is necessary in the public interest. There is ample opportunity for fraud and collusion in the delivery of goods, both in quantity and quality. There is no present means of ascertaining how often they do occur. We think a vigilant supervision by the board of Indian commissioners, with the real supervisory power proposed in the above amendment, would check many evils almost inseparable from the present mode of receipting and paying for goods.

PAYMENTS TO QUAPAW AND OTHER INDIANS.

The resolution of December 12, 1870, also directed the committee to inquire "whether any portion of the sum of \$90,000 appropriated in said act for the Quapaw Indians has been paid to other parties or diverted from its intended use." On this branch of the subject there is little or no controversy as to the facts. By the act of July 15, 1870, the sum of \$90,000 was appropriated to enable the Secretary of the Interior to fulfill the twelfth article of the treaty with the Senecas, Mixed Senecas, Shawnees, and Quapaws, to be paid personally to each claimant or his heir, according to tribal usage, *pro rata*, on the awards, as set forth in report of commissioners dated April 25, 1869. About the middle of October, 1870, Joseph A. Williamson, a clerk in the office of the Secretary of the Interior, made the payment under orders from the Secretary. A number of persons were present, and while Mr. Williamson complied with his orders by placing the money in the hands of each Indian, one-third of it was paid to General James G. Blunt, and other portions, doubtless varying in different cases, to the Indian traders, before the parties to whom Mr. Williamson paid it left the room. The mode of payment to each is perhaps best described by Mr. Earle, of Worcester, Massachusetts, one of the committee appointed from New England to take a general interest in behalf of the Indians. As to the payment, he testified as follows: (See page 15 of the evidence taken before the committee.)

When this payment was about to take place, I mentioned that I had come there hoping to see justice done to the Indians, and that I should like to be in the room, if there was space for me. Mitchell said certainly, and I took a seat. I was going to take a seat by a little desk, but he said that that was General Blunt's desk. That was all arranged between him and the agent. There was another seat near Blunt's, which was for one of the clerks of some of the traders. I sat near him, and near another clerk of another trader; Agent Mitchell sat right before me; Jocknick sat in the corner, behind the stove, near the door; Williamson in the center of the room; and the interpreter between us. Thus the payment went on very much as Mr. Williamson has

described it. Sitting back and seeing the whole proceeding, and being a little more disinterested than he, I could perhaps describe it a little more accurately. There was no specific sum paid to the trader, but only the amount of the orders which Agent Mitchell had given for goods for the Indians. I kept a record of it in my book. For instance, No. 75 came in. His claim was \$338 21. Jocknick handed a ticket to Pilkinton, who mentioned the amount and handed the ticket to Williamson. Williamson then sung out the amount and handed the money to the Indian. The Indian passed it directly to Mitchell, and Blunt, and myself. I would say how much Blunt was to have. Then the store-keeper would say how much his claim was, and I would tell them how much went to the Indian. Mitchell then handed me back what the Indian should have, and I counted it and handed it to the Indian, telling his interpreter to tell him just what the sum was. Now, for instance, No. 75 had \$338 21, Blunt's claim was \$112 73, and the store-debt was \$40, which left the \$185 48. It passed through these forms. I took my seat there because I had heard so much about cheating the Indians that I wanted to see how the thing was, and I thought I would rather be figuring and watching than sitting there idly.

By Mr. BECK :

Q. Could the Indian have taken his money and put it in his pocket and gone out of the house without objection from anybody, if he had wanted to?—A. I think that the chiefs and interpreters would have called him back if he had. It seemed to have been all pre-arranged; it was all understood by the agent, by Blunt, and by the store-keeper; it was thoroughly arranged the day before any of us got there; they told us that it was; they had every sum on the book arranged on purpose to show what the store-bills were, so that there would be no delay about it, and it was proceeded with pretty rapidly, in consequence of everything being systematically arranged.

Q. The common run of the Indians could not have got the full amount of their money from the agent and gone off without settling the 33 $\frac{1}{3}$ per cent. commission to Blunt, and without settling the store bills, without being called back?—A. Undoubtedly they would have been called back.

By Mr. LAWRENCE :

Q. Who was the agent?—A. George Mitchell.

Q. Was all this done with his approval?—A. Yes; I think I can say that without doubt.

By Mr. SARGENT :

Q. Is he still in the service?—A. Yes; that thing was all arranged the day before Williamson got there.

Q. Did Mr. Williamson seem to approve of that course or to object to it?—A. Mr. Williamson said, just as he has stated here, that he had nothing to do only to pay the Indians.

Mr. WILLIAMSON. And I objected to the course?

WITNESS. Yes, I think you did.

Mr. Lang, one of the commissioners, was present, and protested against the payment of General Blunt of the \$30,000 out of this \$90,000 in every way he could, and so did Mr. Hoag, the superintendent of the Southern Indians. General Blunt testified to the payment to him of \$30,000 out of this payment, and claimed that it was his fee as previously agreed upon with the Indians and their chiefs, for services in obtaining the treaty and appropriations from Congress, the contracts having been obtained, in many instances, for him by the present agent, and by the former Indian agent, Mr. Snow. While the committee were not instructed to inquire into any other payments except that made to the Quapaws, information having been laid before them that large sums had been paid to General Blunt and others out of the payments made to the Choctaws and Chickasaws, they interrogated General Blunt on that subject. The following extract from his testimony is taken from pages 55 and 56 of the evidence accompanying this report :

Q. You spoke of your connection with the Choctaws and Chickasaws?—A. Yes.

Q. How much was paid you for that service?—A. The Choctaws paid me forty per cent. and the Chickasaws fifty per cent.

Q. Of what sums?—A. The Chickasaws got \$150,000, and \$25,000 were taken out of that, and then I got 50 per cent. of the balance. Twenty-five thousand dollars were taken out of the \$109,000 for the Choctaws, and I got 40 per cent. of the balance of that.

Q. Do you know how much of the remainder was taken out by others before the Indians got their portion?—A. The money was presented to the Indians, and they settled with me in the same way that the Quapaws did; they came to me directly. I was present at the payment, and when they got their money they came and paid me.

Q. Was there not a large number of claims taken away from the Indians there also?—A. No, sir; there were no claims taken out there. There were some parties on the ground at the payment, but they were not at the pay table. I was not present when the settlement was made with them. There were some few merchants who had sold them goods on trust, and they were there to collect the money.

Q. Who was the agent at that time who made the payment?—A. He was a special agent, named S. S. Smoot.

Q. Did you go there with Mr. Smoot?—A. Yes.

It will thus be seen that out of the payment of \$125,000 to the Chickasaws, General Blunt received \$62,500; out of \$84,000 to the Choctaws he received \$33,600, and out of \$90,000 to the Quapaws, \$30,000; in the aggregate \$126,100, out of payments amounting to \$299,000. As it was not believed to be of sufficient importance to delay the presentation of this report, the committee did not attempt to ascertain how much was paid to the traders, which could only have been learned, if at all, by sending for witnesses from a distance at great expense; and as neither General Blunt's conduct, nor that of the agents now out of the employ of the United States, nor of the traders, can be investigated by Congress for any other purpose except to prevent the repetition of such extortion and misconduct in the future, the committee think they have performed their duty by calling attention to the facts and the existing laws, and by suggesting such legislation as will prevent a repetition of these things, as it is fair to presume the cases to which the attention of the committee have been directed are only specimens of the whole.

The act of March 3, 1847, 9 Statutes at Large, page 203, after prohibiting the making of payments until all possible safeguards against drunkenness are thrown around the Indians, provides that "all executory contracts made and entered into by any Indians for the payment of money or goods, shall be deemed to be null and void, and of no binding effect whatsoever."

The act of July 21, 1852, section 3, 10 Statutes at Large, page 24, provides "that no part of the appropriations herein made for the benefit of any tribe, or part of a tribe of Indians, shall be paid to any attorney or agent of such tribe, or part of a tribe. * * * Nor shall the executive branch of the Government hereafter recognize any contract between any tribe, or part of a tribe, and any attorney or agent, for the prosecution of any claim against the Government under this act."

The act of August 30, 1852, 10 Statutes at Large, page 56, is substantially a repetition of the last-recited act.

The defect in each of these laws is the failure to provide adequate punishment for the violation of them; the precept is right, but the sanction is wanting. "Thou shalt not steal" is a good commandment, but without provision for the punishment of those who violate it, it would avail little. Your committee therefore recommended the following provision, which was made part of the Indian appropriation bill by an almost unanimous vote of the House, and they are glad to find it has been substantially adopted by the Senate:

That hereafter no contract or agreement of any kind shall be made by any person, with any individual or tribe of Indians, for the payment of any money or other thing of value to him, or any other person, in consideration of services, or pretended services, for said Indians relative to their lands, or to any claims against annuities from, or treaties with, the United States; and all such pretended contracts or agreements hereafter made are hereby declared null and void, and all money or other thing of value paid to any person by any Indian or tribe, or any one else, for or on his or their behalf

on account of such pretended services, may be recovered by suit in the name of the United States in any court of the United States, regardless of the amount in controversy, one-half of which shall be paid to the person suing for the same, and the other half shall be paid into the Treasury of the United States, for the use of the Indian or tribe by or for whom it was so paid; and the person so receiving said money, and his aiders and abettors, shall, in addition to the forfeiture of said sum, be subject to prosecution for misdemeanor in any court of the United States, and on conviction shall be fined not less than one thousand dollars, and imprisoned not less than six months; and it shall be the duty of all district attorneys of the United States to prosecute such cases when applied to to do so, and their failure and refusal shall be ground for their removal from office. And any Indian agent, or other person in the employment of the United States, who shall advise, sanction, or in any way aid in the making of such contracts or agreements, or in making such payments as are here prohibited, shall, in addition to the punishment hereby imposed on the person making said contract, or receiving said money, be, on conviction, dismissed from the service of the United States, and be forever disqualified from holding any office of profit or trust under the same.

Your committee are not aware that anything can be done to punish those who have heretofore extorted money from the Indians, or aided others in so doing, except to cause strict inquiry to be made into the conduct of such of these persons as are still in the employ of the Government, and dismiss from the service all who have knowingly violated the law. It is but just to say, that so far as these payments are concerned, the Commissioner of Indian Affairs is in no way responsible.

ERRATA.

- On page 7, in ninth question, read "J. A. Morrow" instead of "J. A. Morrill."
On page 8, at the end of fifth answer, add "(See page 80.)"
On page 11, last line, insert "page 159" after "appendix" in parenthesis.
On page 12, in tenth question, read "J. A. Morrow" instead of "J. A. Morrins."
On page 13, in sixth line, read "commissioner" instead of "commission."
On page 22, after eighteenth question, read "By Mr. Sargent" instead of "By the Chairman."
On page 36, in parenthesis at bottom, after "referred" substitute "in the appendix."
On page 46, in parenthesis after fifth question, after "are" substitute "in the appendix."
On page 51, after "James G. Blunt sworn" omit "by affirmation."
On page 56, near bottom, read "By Mr. Beck" instead of "By Mr. Peck."
On page 187, in table, twelfth line from foot of page, read "John N. Ely" instead of "John N. Eby."
On page 188, tenth line from top of page, in J. W. Bosler's account, read "Buckly, Welling & Co." instead of "Buckly, Willy & Co."

INVESTIGATION INTO INDIAN AFFAIRS.

PAYMENT TO THE QUAPAW INDIANS.

COMMITTEE ON APPROPRIATIONS, HOUSE OF REPRESENTATIVES,
Washington, D. C., January 17, 1871.

JOSEPH A. WILLIAMSON sworn and examined.

By Mr. SARGENT:

Question. What is your occupation?—Answer. I am a clerk in the office of the Secretary of the Interior, having charge of the Indian trust fund.

Q. Did you some time since convey an amount of money to the Quapaw tribe of Indians; if so, when, how much, and where?—A. During the month of October last I conveyed from the sub-treasury, in the city of St. Louis, Missouri, \$90,000, reaching the Quapaw agency on the 14th day of that month, in the morning.

Q. Did any one accompany you?—A. Mr. Jocknick and Mr. Pilkinton accompanied me from Santa Fé; they were of my own party. In addition to that party there were, starting from the stage-house at Seneca, General Blunt and a gentleman named Mr. McBratney. They were there when I got to Seneca from St. Louis. Seneca is about four miles from the Neosho agency, just outside the reservation, in Missouri.

Q. State under what circumstances you paid the money to the Indians, how many Indians were present, and who else besides the Indians.—A. When I was at Seneca, that morning at my breakfast, General Blunt came to the breakfast table and spoke to me, and after a minute or two he said, "I was out at the Neosho agency yesterday, and we had quite a talk there. I made a speech and argued my own case to the Indians, and got all I wanted." I expressed my surprise at that, and when I got to the Neosho agency the first question I asked was whether it was true.

Q. Asked of whom?—A. I asked of Mr. Lang, one of the commissioners. I asked him if the speech or talk had been made, and he replied to me that it had been. I saw the situation in an instant, and asked for a private conference with Superintendent Hoag, Mr. Lang, Mr. Earl, Mr. Nicholson, and two others, all being members of the Society of Friends, and connected with Indian affairs. We had that conference in a room by ourselves. Recognizing the fact that under the act of July 15, 1870, the only supervisory power over the grant was with Mr. Lang, I made up my mind to follow out my instructions, and not to diverge one hair's breadth from them; and I read my instructions in the presence of those gentlemen. After reading them Mr. Hoag suggested that I should take the \$30,000 claimed by General Blunt and put it in my pocket. He said that he would do it, if he were in my place, and would throw the responsibility back on the Department. I told him that I could not do that as a disbursing officer; that I was bound by solemn oath to obey my instructions; that these instructions were very severe, and that if I departed from them I would be regarded and treated as an embezzler.

Q. You understood your instructions to be to pay the money to the Indians?—A. Decidedly so, sir. Mr. Lang said that he thought I was carrying out my instructions to the letter, but not according to the spirit. Mr. Earl and Mr. Nicholson stated that they thought I was right in carrying out those instructions just as I said I would do. I then asked Mr. Hoag why he did not send away the Indians to have a council and to let them determine for themselves, and not to let any one interested approach them. He said he had no power over those Indians; that Blunt had all the power, and that Blunt had made this speech. Still recognizing the fact that Mr. Lang was the supervisory commissioner there, I stated that my duty was plain, and that I should proceed according to my instructions, and that from them I would not vary. Secretary Cox had told me that Mr. Lang and Mr. Vincent Colyer would supervise my paying the Indians. There was some discussion afterwards. Finally the hour of dinner arrived, and I begged these four gentlemen to remain and look after their branch of the business. Mr. Hoag said that he could not stay because he had to go to the Miami settlers. Mr. Lang said that he would stay, and the two gentlemen who accompanied him said that they would stay. After dinner we proceeded to the pay-house, which was just a few steps off from the house we were then in. On arriving at the pay-house I found that General Blunt, Mr. Earl, a trader, and an agent had occupied the back part of the room. I at once said that I would have nothing to do with their part of the

business; that that was totally outside of my instructions, and I had nothing to do with it.

Q. What part of the business?—A. This arrangement for the payment of General Blunt. Some one replied, (I have forgotten now who it was,) "It is your duty to see to the interests of the Indians." I said, "Gentlemen, I can have nothing to do with that; our party is a totally distinct party from that; my instructions will be carried out to the letter." I then walked in front of the pay-house, where those Indians, to the number of about two hundred, had gathered on the lawn, and I read to them the articles of the treaty authorizing this payment, and explained through an interpreter what it was for, and also what my instructions were, stating that I would recognize no attorney or trader at all in the business. I then proceeded to the payment in the way in which I have always paid Indians. First the name of the Indian was called out with the number of the claim and the amount due him, so that all could hear it, I having the principal chiefs right by my side, and Mr. Jockineck being just at the other side, so that the Indians would have to go to him first to get the ticket, on which was the number of the claim and the amount due to them. The Indian was then brought forward and identified by the chiefs and the interpreter. He then touched a pen, which is the Indian way of making a signature, and was handed this ticket, which I took, and counted out the money in full to him. In order that there should be no mistake, the Indian took it to the agent, who counted it again, which was a protection to the Indian and to me also. There my duty under my instructions stopped.

Q. You gave into the hands of each Indian the amount of money due to him?—A. Yes, sir; and that afterwards was counted in the presence of the chiefs and the headmen of the tribe and the interpreter, by the agent.

Q. What took place after that was done?—A. Immediately after the agent counted the money General Blunt would make his claim of $33\frac{1}{3}$ per cent. on the whole amount. The calculation was made by Mr. Earl and the agent as to how much was to come to Blunt, and that was deducted from the amount held by the Indian and paid over to General Blunt. The amount of the trader's claim was also deducted and paid to the trader, and the balance was retained by the Indian. That was, as well as I understood, the operation. Several times during the proceedings I lost my temper somewhat, and spoke of this thing and protested against it in the name of the Government. I was replied to again that it was best for the Indian that the matter should be treated in this way, so long as it had gone that far.

Q. Who said that?—A. I think that at one time the agent said it, and I think that another time the agent also said it and Mr. Earl coincided with him. I am not sure, however, about Mr. Earl; but that is my impression. At any rate, that plan seemed to be acquiesced in by the gentlemen in that end of the room. Finally, after I had spoken several times, I found that I had just simply to submit to the delay, especially as I had received from Secretary Cox the assurance that if I squared up with the Indians, and if they afterward threw the money into the Arkansas, it was not the business of the Government. But it is just to Secretary Cox that I should say that when I went to him for general directions he said, "There is one thing which I wish to impress on your mind, and that is, that you allow General Blunt no privileges." That was why I was startled when I heard that this speech had been allowed the day before the payment while I was not there.

Q. What was the amount received by the trader?—A. I cannot tell you; I do not know. Mr. Earl, I believe, took down the amounts in his book. I had nothing to do with that, for I really kept my own part of the business clear from it.

Q. You say that Blunt received $33\frac{1}{3}$ per cent of the \$90,000?—A. Yes, sir; there is no question on my mind about that.

Q. Who was the agent?—A. Mr. Mitchell.

Q. What did Mr. Lang have to do with the matter? what was his office?—A. He was commissioner of the Board of Indian Affairs. I did all that I could to get those gentlemen there under the instructions from the Department. My instructions were these: I was to make the Creek payment, and at that time I was only to make the Creek payment. Mr. Lang and Mr. Colyer, as I understood Secretary Cox, were to be present at that particular payment. There were particular reasons why I should go there, and there were particular reasons why they should be there, owing to certain discoveries made in the Department. I think you ought to know that General Bunt was on my bond, and the reason why he was on my bond.

Q. State concisely how he happened to be on your bond?—A. About the middle of August the Secretary sent for me and said, "Mr. Williamson, I have determined to send you to the Creek agency, to make the Creek payment to the loyal refugees and freedmen." I objected in toto, saying that it was a dangerous and a responsible trip, and that, no matter how honestly an agent did his business, he was subject to censure. He replied to me, "Under the peculiar circumstances of the Creek agency payment you are the man to go. Mr. Colyer will meet you there and will examine into certain vouchers to the amount of 33 per cent. given in favor of certain parties. If Mr. Colyer is satisfied that those are good vouchers, you are authorized to take \$15,000 of this money and

bring it back here, to cover a certain deficiency," (which I had discovered but a short time before.) He said, "General Blunt is the person who is to represent that particular party through whom the default has occurred." Said I, "Mr. Secretary, if that is the case, I think it is my duty to find out all that I can," and I instantly applied to General Blunt to go on my bond for a hundred thousand dollars for that particular payment. My reason for doing that was simply this, that as I had to take a hundred thousand dollars through a dangerous country, and as General Blunt was an interested party, and as others were interested, I felt that they should bear that burden, and not an innocent party, if any one was to suffer or if the money was to be lost. At that time it was not known that I was to make the Quapaw payment, nor did I know it myself. The Secretary agreed to that; he understood it perfectly. He sent me down to make the Creek payment. I found that the commissioners had not waited for me at St. Louis or at Baxter Springs, and I telegraphed to Mr. Lang and Mr. Colyer to meet me. I got there on Saturday, and I held back the payment until Monday, in the hope that the two commissioners would get up with me. I found great excitement there. There were two parties of Indians, one declaring that they would pay those vouchers, and the other declaring that they would not, and there was very bad blood. I waited until 9 o'clock on Monday morning, and I then got up and made a speech and sent the Indians off into council, where they decided that they would not pay this claim. That settled the question, and I went on and paid them without any difficulty at all, and not an attorney or a trader got a dollar. That was the reason why I applied to General Blunt to get him on my bond; he did not apply to me.

Q. Is General Blunt on your general bond?—A. Secretary Cox sent for me after that arrangement and remarked to me: "Mr. Williamson, I have decided to give you the Quapaw payment to make." I objected to that. I said, "Mr. Secretary, recollect that General Blunt is on my bond." He said, "Mr. Williamson, Commissioner Parker and myself have examined the law on the subject and we find that, as you are in the employ of the Government, you can go without a bond." I said, "If you wish another bond I can go to Pennsylvania to-night and get a bond; but as it is I will get another person on the bond," which I did, for \$50,000. He said that there was no necessity of my going to Pennsylvania. Then I had on the top of that payment \$75,000 more put, and then \$125,000 more, and on top of that \$218,000, making in all \$1,009,000, which I disbursed. That is the history of Blunt's going on my bond; it had no connection with the Quapaw payment.

By Mr. BECK:

Q. You paid these Indians \$90,000?—A. Yes, sir.

Q. Thirty thousand dollars of which went to General Blunt at the same time?—A. So I heard.

Q. About how much did the trader get?—That I cannot say, because I took no notice of it.

Q. What was that money paid to the trader for?—A. Agent Mitchell met me as I was proceeding to the pay-house and said that he had some orders payable to traders, which I ought to recognize, because they were for provisions given when the Indians were near starving. I said that if an angel from Heaven asked me to pay a trader I would not do it.

Q. Were the Indians obliged to make these payments to General Blunt and the trader; could the Indians have got off without making these payments?—A. O, yes, sir; I am perfectly satisfied about that, because I told them in my speech that it was their own money, and that they could do just what they pleased with it. I was very cautious in that respect, in my speech to them, to tell them that the money was theirs.

Q. And you think there was no attempt to make them understand that the payments to General Blunt and the trader were part of the programme?—A. I am satisfied of that from what I heard.

Q. And whatever payments they made, they made voluntary, with the full knowledge that they need not do it unless they wanted to?—A. I think so; I would not like to say, but that the speech of the day before had its moral effect upon them.

Q. I want to know whether they made these payments to General Blunt by coercion?—A. Not what I saw; my back was to them. From the first I was earnest in my protest against that part of the business.

By Mr. SARGENT:

Q. Did Blunt, at any time during that scene, state what the \$30,000 were for?—A. No, sir; not in my presence.

WASHINGTON, D. C., January 17, 1871.

GUSTAVUS P. JOCKNICK sworn and examined.

By Mr. SARGENT:

Question. Where do you live?—Answer. In this city.

Q. What is your occupation?—A. A clerk in the office of the Commissioner of Indian Affairs, in the Interior Department.

Q. Did you accompany Mr. Williamson to the Quapaw agency?—A. I did.

Q. State concisely what took place there within your observation.—A. We left Seneca, on the borders of Missouri, on the 15th of October, and proceeded to Neosho agency, some three or four miles from there. Mr. Lang and Mr. Nicholson were there before us, staying with Mr. Mitchell, the agent. General Blunt left Neosho at the same time that we did, and after arriving, say about 8 or 9 o'clock in the morning, there was a conference held in one of the buildings of the agency, which was protracted some time. Payment was deferred till the afternoon of that day. I was not present at that conference, but I understood that Superintendent Hoag, of the central superintendency, Mr. Lang, doctor, and Mr. Williamson, were present. Afterward we proceeded with the payment. The payment took place in a building occupied as the agent's office. There were three tables placed in it. The one in the center of the room was occupied by Mr. Williamson, the one near the door was occupied by myself, with the rolls, and the one at the further end of the room was occupied by General Blunt, a trader at Seneca, whose name I do not recollect, and a part of the time by Mr. Earl and Dr. Nicholson, and during the whole time by Agent Mitchell; also by Mr. Snow, who formerly had been agent of the Indians. The payment proceeded in the same manner as we had previously made payments. An interpreter was at the door who called the names of the Indians. As I called them out from the rolls he repeated the names. The Indians came up, came into the room, and the chiefs who were present identified each Indian as being the person named. Then I gave to the Indian a ticket for the amount placed opposite his name. The Indian took this ticket to Mr. Williamson, who handed him the money which the ticket called for, and directed him to take it to the agent, Mr. Mitchell, to be counted over again; and so we proceeded until the whole payment was completed on the evening of the following day. It took one day and a half to make the payment.

Q. What became of the money after it was paid to the Indians?—A. From the way in which I was placed in that room with my face toward the door, and constantly occupied with my rolls and making out tickets, I could not pay any attention to what was going on at the table at the further end of the room. It was only occasionally when I looked back that I could observe what was done. I noticed that the money was placed in the hands of the agent and counted by him, and that he then put the money in the hands of those two gentlemen, Mr. Earl and Doctor Nicholson, members of the Society of Friends.

Q. What did they do with the money?—A. They counted it, and there it was divided. General Blunt received a share, and the trader received a share, and the balance was placed in the hands of the Indian.

Q. Who handed the money to Blunt and the trader? Was it the Indian or was it any white person?—A. The Indian. The money was first placed in the hands of the Indian by Mr. Williamson, who directed the Indian to go to the agent to have it recounted. The agent, after counting it, handed it to Mr. Earl and Doctor Nicholson, to be counted over again by them. That is as far as I observed.

By Mr. BECK:

Q. Who counted Blunt's share to him?—A. I cannot say who put that money in the hands of Blunt. I was sitting near the door with my back toward him, and I was incessantly engaged with my rolls.

By Mr. SARGENT:

Q. Did you hear General Blunt make any statement in that presence of the service which entitled him to this money?—A. Not in that presence. In conversation with him I may have heard him say so, but not in that presence.

WASHINGTON, D. C., January 17, 1871.

JOHN D. LANG sworn by affirmation and examined.

By Mr. SARGENT:

Question. What connection have you with the Indian service?—Answer. As one of the President's commissioners, one of the ten.

Q. Were you present at the payment to the Quapaws; if so, how came you to be there, and what did you observe in connection with it?—A. The cause of my being there was from a special telegram from Secretary Cox to me while I was on my return home from the settlement of the Osages. Before I reached my home, I had a telegram

that Secretary Cox wished me to return and attend to the Creek payment, and the Quapaw payment, and the other payments that were coming on, if I could attend to them. I telegraphed to Vincent Colyer to meet me on my way home in Philadelphia, that I might ascertain what was expected of me. I had been out a long while and was weary, and did not want to go back again. He met me according to appointment, and I found that the condition of my family was such that I must return home to Maine. I returned home as quickly as I could, stopped at home a day or two, and went on immediately, night and day, until I got to the Creek payment, which was then just commencing. I expected to find special instructions in St. Louis in care of the postmaster, and for fear that there might be some mistake about it, I went to Washington to see the Secretary. He was absent, and I went to see the clerks of his Department, who searched for copies of letters, to the effect which I expected, but they found none. I proceeded immediately on to St. Louis, and made the inquiry there of the postmaster, and waited over a part of the day so as to let the last mail come in, but I got no letters, and went on immediately to the Creek payment. That payment was conducted well, and I certified to the same. I found that Paymaster Williamson had instructions from Secretary Cox. When that payment was got through with he had to go to St. Louis to spend perhaps a week to get the rest of the money, as he said, to pay to the Quapaws; and I went on to visit the Indians by the way. I went to the Quapaw tribe, and made all the examination I could into their condition. I ascertained their condition as well as I could until the time came for Williamson to come back. He did not get back as soon as was expected; but the day that he was expected back, we being at Baxter's Springs, I got an intimation that there was likely to be trouble there about this Blunt matter, and that Blunt was claiming a portion of the money. I was alone there, and I saw that there was no one who could be reached in the matter except Mr. Hoag, the superintendent, whose duty it was to look after the interests of the Indians. I went to the telegraph office and telegraphed to him in a very pressing manner for him to come on immediately without fail. He started off the next morning, and as I understood, just as he was getting into the cars, William Nicholson, the one spoken of here, was about getting out, and Mr. Hoag mentioned to him that he had got a telegram from me, and that there was some great trouble, but that I said nothing about what it was, except that he was to come on immediately. He came in the evening, and I met him at the cars. We talked the matter over, and I told him what I had heard since I had arrived there from persons who knew the Indians. I had agreed that afternoon to send for some of the principal men of that Quapaw tribe and the interpreter, who was said to be a most influential man. I talked with the interpreter on the subject, but I could get nothing out of him, except that that was a settled matter. My advice to him was that it would be a very sad thing for them to have anything of that kind take place, because it would be to their injury to have their money wasted. The man said he would do what he could about it, and he left it in a very indefinite manner. We started the next morning to the Quapaws, taking dinner at Seneca, and not getting to the Quapaws until the afternoon. We found some persons there. I think Blunt was not there, nor any of these men who appeared afterward, but they came early the next morning, before Williamson got there. Blunt had been at the other payment, but nothing was said about his taking anything from the Quapaws that I remember. This matter was talked over between Hoag and me, and I gave my strong reasons and opposition against anything being paid in that way to Blunt. The paymaster came, I think, about ten o'clock in the morning.

Q. Before Williamson came there did Blunt make a speech to the Indians in your hearing?—A. As to the time I feel a little lost as to the exact time, but I think he made the speech in the forenoon. I heard it myself. I will not say whether it was before Williamson came or not.

Q. State what Blunt said in that speech.—A. He called the Indians together and got up; and said that there had been some stories about his having something from the Indians, and that he was not going to deal with them, or that he had not dealt with them well; and he wanted to inform the people who were there and the Indians about it. He then stated that it was said he was about taking a good deal from the Indians, and he went on to give his reasons about it. He said he had done a good deal for the Indians, and that they had agreed to pay him a certain amount for it. I think he stated that it was one-third part. He said he had made a fair bargain with them. He had his powers of attorney, as he called them, and he handed them around to us—to me first—that we might look over them. I looked at a few of them; but there they were passed around and the others looked them over. I asked the question when these powers of attorney were made. The papers showed the date; they were made a year before. I asked the agent, Mitchell, if he had witnessed these papers, and he said yes. I said, "The Government agent witnesses such papers as these?" He seemed to be very much astonished at what I thought about it. I told him that it was a very sad thing that he should witness any instrument of that kind as a Government agent. The thing passed off, and no more was said about it. I made some comment on his course in this matter. I felt it very much, because I had seen the condition of the Indians, and that

they were very poor and destitute and suffering, and I felt very sad about it that they should have what little money they were entitled to taken away from them. I so expressed myself to Blunt. Blunt seemed to say something in regard to some other persons who had circulated these stories around; and in his speech to the Indians he said: "Friend Lang seems to think that I am getting a good sum—an extravagant sum; but it is not so much that I shall get. I have paid out already \$6,000 to get this bill through;" speaking of the Government, as I thought, in a derogatory manner. He said that a pressure had to be brought upon the Government to get the claim passed. He said that it was an honest debt, but that a pressure had to be brought upon the Government to pay it; that he had spent \$6,000 in it, and was expecting to be called upon for \$10,000 more, and that would leave him but a small sum comparatively.

Q. What did he say about the persons to whom he had paid that money?—A. I do not recollect his saying anything about that to me. He had conversation with other friends there.

Q. Did he say anything about spending money to get the claim through Congress?—A. He said he spent \$6,000 to get the claim through; that he had spent \$6,000 already, and expected to be called upon for \$10,000 more.

Q. Did he say that the expenditure of that \$6,000, and the prospective expenditure of \$10,000 more was to Congressmen, or for the purpose of influencing Congressmen?—A. I do not think he did to me.

Q. Did he in that speech?—A. No. This communication was merely addressed to me in that feature of it, in answer to my complaint of the amount which was going to be taken by him.

Q. Are you now speaking of a private talk with him or of the speech to the Indians?—A. It was no private talk. As he was speaking to the Indians, he seemed to direct his attention to me, and called my name out, saying that I thought this was a very great sum for him to get, but that he had paid \$6,000 out, and that he expected to be called upon for \$10,000 more. In his address to the Indians, in my hearing, he said something like this: "You have never gone back on me, and you will not now, will you?" And the interpreter replied they would not.

Q. Did the Indians make any exclamation in their own language when the interpreter spoke for them?—A. I do not think they did. The interpreter was a sergeant in the Army with Blunt during the war.

Q. The interpreter answered for the Indians without their making any exclamation?—A. Yes; they made none that I remember.

Q. You have heard the testimony of the other witnesses in relation to the manner in which the payment was made. Do you know anything additional to or differing from what they said?—A. I think they stated it pretty nearly as it occurred.

Q. If you know anything additional to or differing from their statements, you may state it.—A. I heard a part of Paymaster Williamson's testimony. What I observed about the manner of payment was this: It was a very small building; and when I went to see how the thing was arranged, I found that the whole building was filled up. I do not think I was in the building after the payment was commenced. I only staid for awhile at the door. The building was filled up. Mitchell and Blunt and some friends were at the table toward the end of the room.

By Mr. BECK:

Q. What building was it?—A. It looked as though it might be a little shop or store house.

Q. Was it a Government building?—A. Yes; I presume so.

Q. Is it a building where anybody had a right to be without the paymaster's consent?—A. I suppose nobody had a right to go in except Government officers.

Q. Could either General Blunt, or the traders, or anybody else have gone there without the consent of the paymaster, or of a United States officer?—A. No, sir; they had no right there without the consent of the paymaster.

Mr. WILLIAMSON. It was under the control of the agent.

By Mr. SARGENT:

Q. Who could control the matter; the paymaster or the agent?—A. The paymaster could do it or the agent could do it. The paymaster had done it in other cases. He excluded people at the payment of the Creek Indians, and he could have done it there, and so could Mitchell, the agent.

By Mr. LAWRENCE:

Q. I suppose there was no particular place where the paymaster was bound to pay the Indians?—A. No, sir.

Q. He was not bound to pay them there if it did not suit him?—A. No, I suppose not. It troubled me so much that I came away; I did not seem to have anything to do after I desired the paymaster to suspend payment until he could hear from Washington.

By Mr. BECK:

Q. What was that last suggestion you made; did you desire the paymaster to suspend the payment until he could hear from Washington, owing to this claim set up by other parties?—A. Yes, sir.

Q. State what took place on that subject.—A. I manifested my feeling about its being wrong and unjust, and we talked it over to see whether we could arrange anything about it. My statement was to the paymaster that if the money was in my hands, I would not pay it. Hoag and myself agreed in the matter that if the money was in our hands we would suspend the payment until we could hear from Washington. The paymaster stated that he had had a private conversation with Secretary Cox almost the last thing before he left Washington, and that Secretary Cox told him that he wanted him to pay the money into the hands of the Indians, even if it was thrown into the Arkansas afterward. That seemed to be his argument against suspending the payment, and, therefore, he thought that under the circumstances he must go on with it.

Q. Did you make any suggestion about retaining in his hands the portion claimed by others?—A. This was one of the propositions in the course of canvassing the matter. I looked at this point, that the Indians were needy, and that if their two-thirds was paid out to them, the other third claimed by Blunt could be retained. I said, as a commissioner, that I could not consent to its being paid to Blunt if it was in my power to stop it; but when the paymaster made this statement as to what Secretary Cox told him, (and it appeared to me that he was honest in it,) we had nothing to do but to let him go on with the payment. I had nothing to do with the other Friends who were there, and I differed in opinion with them. Nicholson stated that he thought the promises of the Indians ought to be fulfilled. I considered that they were wards of the Government, and that they ought not to waste their money, and that, if they wasted their money in that way, Congress would withhold appropriations in the future. That was my view of it. It was stated there that, but for Blunt, the Indians would have lost the whole of it. Blunt said so, and they were willing to pay him for it.

WASHINGTON, D. C., January 17, 1871.

VINCENT COLYER sworn and examined.

By Mr. SARGENT:

Question. You are secretary of the Indian commission of ten?—Answer. Yes.

Q. A contract for beef, bacon, flour, and other articles was made on the 17th of June, with J. W. Bosler, for a large quantity of those articles to be delivered on the Missouri at different stations. The contract was for goods to be delivered on the 15th of July, the 1st of August, and the 1st of September, 1870; was your commission consulted with reference to the making of that contract, or called upon to make any inspection of the goods delivered under it?—A. Not that I am aware of. I think if it had been, I should have known of it.

Q. Are you familiar with all the operations of the commission; is it your duty to be so?—A. It is; and I am.

Q. There was an extension of that contract on the 10th of August by which fifteen hundred thousand pounds of beef was ordered to be delivered at the same agencies. Was your commission consulted in reference to the extension of that contract, and as to the prices to be paid under it?—A. No, sir; it was not.

Q. Were you called upon to inspect any of the goods?—A. No, sir.

Q. A contract was made on the 17th of September, with J. A. Morrill, for the delivery of a number of millions of pounds of beef on the hoof. Was your commission consulted in reference to the prices to be paid under that contract?—A. No, sir.

Q. Or as to the making of the contract, or as to the expenditure of the money?—A. No, sir.

Q. Was the commission required to inspect the cattle delivered, ascertain their weight or number, or anything connected with it?—A. No, sir; nothing whatever.

Q. A contract was made with a transportation company on the Missouri River by which certain prices were to be paid for the transportation of Indian goods up the river, and also by wagons, if necessary. Was your commission consulted with reference to that contract, or any expenditure under it?—A. No, sir.

Q. In the Indian appropriation bill for the fiscal year ending June 30, 1871, passed July 15, 1870, there is the following provision: "It shall be the duty of said board of Indian commissioners to supervise any expenditure of money appropriated for the benefit of the Indians in the United States, and to inspect all goods purchased for said Indians in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult with the said commission in making purchases of said goods." Was your commission called upon to perform its duties under this section, by the Commissioner of Indian Affairs, in any of the contracts to which I have alluded?—A. No, sir.

Q. There was a further contract made with J. W. Bosler for the delivery of a large amount of bacon in Chicago, on the 26th September, 1870. Was your commission consulted as to the making of that contract?—A. No, sir.

Q. Was it called upon to inspect any of the goods?—A. No, sir.

Q. To ascertain their weight or whether the contract was carried out in any respect?—A. No, sir.

Q. Is voucher No. 8, furnished by the Auditor, there is an item for an amount paid to Ezra Taylor, for inspecting bacon, \$132 50; was Ezra Taylor one of your commission?—A. No, sir.

By Mr. BECK :

Q. By section 4 of the act approved April 10, 1869, two million of dollars was placed in the hands of the President, for the purpose of maintaining peace and promoting civilization among the Indians. That section contains this clause: "And for the purpose of enabling the President to execute the powers conferred by this act, he is hereby authorized, at his discretion, to organize a board of commissioners, to consist of not more than ten persons, to be selected by him from men eminent for their intelligence and philanthropy, who may, under his direction, exercise joint control with the Secretary of the Interior, of the disbursements authorized by this act." Did the President organize a board under this act?—A. Yes.

Q. State what authority the President, under that act of April 10, 1869, conferred on the board.—A. That can be better answered by referring to the President's own executive order, which will be found in our report of last year, and which I will furnish to the committee. The powers were general and yet pretty thorough. It was distinctly laid down that we should be made acquainted with the general transactions of the Commissioner of Indian Affairs in the expenditure of that \$2,000,000. The order covers that.

Q. What I want to get at is this: Any contract made by the Commissioner of Indian Affairs with Bosler on the 17th June came under the provisions of the act of April 10, 1869, and not under the provisions of the act of July 17, 1870?—A. Yes, sir.

Q. Did you understand that it was made by the executive order the duty of the Commissioner of Indian Affairs, when he made the contract with Bosler on June 17, 1870, to consult and confer with your commission in any way before he made it?—A. That would be my interpretation of the President's order, but it had not been the practice of the Commissioner to do so.

Q. And in that contract it was not done?—A. It was not done.

Q. You had no connection with the contract or with the prices paid under it?—A. No, sir.

Q. Have you seen that contract?—A. I have seen it since. I saw it only lately.

By Mr. SARGENT :

Q. Was there any reason, such as the absence of the board, why it could not be consulted about that contract?—A. No, sir, there was no reason. A sub-committee of our commission was named to regulate purchases. It consisted of George H. Stuart, and William E. Dodge, and several other gentlemen. They did not go on the tour of inspection into the Indian country, but remained at their offices in Philadelphia or New York, where they could have been consulted at any time by the Commissioner.

Q. Has the Indian commission in any way acted under that section of the law?—A. Yes, sir.

Q. To what extent?—A. In the matter of the purchase of annuity goods in New York on the 21st, 22d, and 23d of July.

Q. What class of goods were they?—A. What is known as annuity goods—dry-goods, clothing, hats, shoes, blankets, cloaks, &c.

Q. And did your board inspect all of these goods purchased since the passage of the last appropriation bill?—A. We inspected the great bulk of what was advertised for, but there were other goods afterward purchased as presents and sent out to the Indian country which we did not inspect.

Q. Were you called upon to inspect them?—A. Not that I know of.

Q. Do you keep the records of the board?—A. Yes, sir.

Q. Would there have been a record of it if inspection had been made?—A. I think there would be. I should have heard of it. The presents that were purchased were purchased some little time after the commission had made their great purchases in the latter part of August.

Q. Do you know how the prices and quality of the goods inspected compared with those bought without inspection?—A. The contrast was very marked. The method of advertising under our superintendence was changed from the old method. By the old method the proposals were worded that the bidding should conform to a specimen in the possession of the Department. Our committee on purchases conceived that that was a disadvantage to many of the manufacturers; that it gave the manufacturer of that particular article of which there was a sample in the Indian Department an advantage over other manufacturers, because those that bid had to have goods conforming to that particular sample. The committee changed this and made it so that every merchant or manufacturer should bring in his own samples and his prices, and the committee could thus judge between the goods presented for their examination and between

the prices, and they purchased those which they thought best and cheapest for the Indians. The committee not only changed the mode of advertising, but took special pains that the advertisements should be in the papers longer than usual, and should be generally circulated. They extended the time for the advertisements, and also took pains to see that the advertisements were cut out of papers and copies sent to the most prominent manufacturers and merchants. The committee also addressed circulars to the leading merchants and manufacturers.

Q. What effect had that on the purchases?—A. It had the effect of making more men send in proposals. A better class of bidders were induced to compete: such men as A. T. Stewart, H. B. Clafin, and others. They sent in specimens, and informed us that it had not been their custom, heretofore, to compete for the contracts, as they had no probability of getting them, but that, as they saw there was likely to be fair dealing now, they were willing to take the trouble to send us specimens and prices.

Q. What was the effect, as to the quality and prices of the goods?—A. We purchased our goods at first hands. We bought our blankets from the manufacturer, Mr. Dobson, of Philadelphia; we also bought from H. B. Clafin & Co., and from the manufacturers, at first prices.

Q. What was the result as to quality and prices?—A. The advantage was that we got much better goods at much lower prices.

By Mr. BECK:

Q. What do you know about the urgent necessity that existed, if any, about the 18th of June, 1870, for immediate supplies to be furnished to the Indians of Dakota?—A. Officially I know nothing about it.

Q. Do you know, personally, anything of the kind?—A. No, sir.

Q. Do you know of any exigency that existed which required the extension of the contract in August?—A. I do not know of any, officially, because we were not called upon in any way to say anything about it.

Q. What do you know about 6½ cents per pound being paid for beef under the contract of 17th of June, and about that being a reasonable or unreasonable price?—A. I only know from the statement which I have heard from Chief Commissary Eaton.

By Mr. SARGENT:

Q. Did you see any blankets or other goods in the Osage country of inferior quality—of such quality as would be rejected upon inspection?—A. Yes, sir. We did not see them in the Osage country. They did not arrive there in time, as they ought to have done. We were there three weeks or more negotiating with the Osage tribes, and in the mean time we were waiting for those goods which were to be sent on as presents to the Osages. When the invoices arrived giving the prices of the goods, our attention was called to them by seeing that the price of blankets was considerably higher than the blankets had been offered to us for in New York a few weeks before. We found upon the invoices that there were red blankets there of a certain pattern, style, weight, and number of inches, which were charged at \$8 a pair, and which the same house had offered to sell to us in New York at \$6 80. Seeing that, we asked Agent Gibson, when those presents arrived after our departure, to see to it that samples were sent on to us at Washington, so that we might see unmistakably that they were the same articles. The samples arrived here a week or two ago, and we found that the blankets which were charged at \$8 a pair were the same that had been offered to us in New York at \$6 80. We found, also, that the blankets were to be furnished to the Indian Department up to the 20th of August. That was the day when we were instructed to report on the Osage grounds to meet the chiefs, and it was understood that those goods were to be there at that time.

Q. What was the extent of that purchase?—A. Not very large in the blankets. There were 200 of those and 200 of another quality, Mexican blankets, very inferior, which were sent, also, at prices much greater than should have been paid for them.

Q. Who made those purchases?—A. The Commissioner of Indian Affairs, I presume. They may have been purchased after our commission left the office at New York. Those blankets that were offered to us in New York at \$6 80 were offered by the house of Amidon, Lane & Co. This firm had as sureties Thomas T. Buckley and Henry J. Marsh, and this Mr. Buckley was of the firm which afterward sold the blankets at \$8 apiece.

By Mr. CHIPMAN, counsel for Mr. Commissioner Parker:

Q. With regard to your instructions which you have interpreted, did not your board also claim that it should have the right to disburse all the funds, and was not that the question that was early raised with reference to the duties of the board?—A. No, sir; our board did not claim that.

Q. What was the claim by your board about which some controversy arose?—A. That was before I was a member of the board.

Q. That matter was before the Secretary?—A. I think it was raised by Mr. Welsh, then our chairman; but my impression is that it was not raised by the board.

Q. Prior to the purchase of the annuity goods in New York City of which you have spoken, where were the commissioners?—A. They were at their homes.

Q. Were you not the only one in Washington?—A. I was the only resident member; but there were other members constantly coming here.

Q. Where was the board on the 17th of June, 1870?—A. The office of the board was in Washington.

Q. I speak of the members of the board?—A. They were at their residences, I presume. I was the only one in the city.

Q. Do you recollect whether you were here?—A. Yes, sir; I was here.

Q. When did the members of the board who traveled through the western country depart on that duty; was it prior to the purchase of the annuity goods, or afterward?—

A. A portion of them afterward.

Q. Had some of them already been in the Indian country prior to that purchase?—

A. Last year they were.

Q. I speak of the Bosler beef contract of the 17th of June?—A. The members were at their homes at that time, but the office was in Washington.

Q. Do you know whether any member of the board, or yourself, ever asked the Commissioner of Indian Affairs for permission to participate in the purchase of beef or of supplies mentioned in the contract alluded to?—A. No, sir; they were not likely to do that.

Q. Did they ever offer to do it?—A. No, sir; I do not think they ever offered to do it.

Q. Did they ever take any steps toward assisting the Indian Bureau in the purchase of annuity goods?—A. Our chairman notified Mr. Parker that the commission was ready to assist him in those purchases.

Q. In what purchases?—A. In the purchase of these goods.

Q. The annuity goods?—A. I presume any goods.

Q. I want the facts?—A. They said they were ready to assist him in his purchases.

Q. When did the chairman make that offer?—A. On the 3d of June, 1870.

Q. Prior to that time you have no knowledge of any offer of that kind?—A. No, sir; there was a standing order to that effect from the President.

Witness produced and put in evidence the letter of 3d of June, 1870, from Mr. Brunot to the Commissioner of Indian Affairs, and the letter in reply of July 18th, 1870. The following are copies of these letters:

"DEPARTMENT OF THE INTERIOR, BOARD OF INDIAN COMMISSIONERS,

"Pittsburg, June 3, 1870.

"DEAR SIR: At the last meeting of the Board of Indian Commissioners, I was not able to inform the committee intrusted with the duty of advising with the Commissioner of Indian Affairs in regard to the purchase of goods, at what time the spring purchases would be made and their services required.

"It is desirable that they should have some notice in advance, so as to suit their arrangements to your convenience. I will be obliged to you if you will let me know when you purpose to make the purchases, and to confer with the committee on the subject.

"Please address reply to Mr. Colyer's office, as I expect to be in Washington on Monday, 6th instant.

"Very respectfully, your obedient servant,

"FELIX R. BRUNOT, *Chairman.*

"Hon. E. D. PARKER,

"*Commissioner of Indian Affairs.*"

"DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

"Washington, D. C., July 18, 1870.

"SIR: The Indian appropriation bill having been passed by Congress on the 15th instant, I am now able to answer your letter of the 3d ultimo, relative to the time when the purchase of Indian goods will take place.

"I shall be in New York on Thursday, the 21st instant, with a view of making the necessary Indian purchases, and I shall be happy to meet you or any of the commissioners at 10 o'clock a. m., at the Fifth Avenue Hotel, for consultation as to the best method of proceeding expeditiously in this business. The season is so far advanced that no time can be lost in this matter.

"Very respectfully, your obedient servant,

"E. S. PARKER,

"*Commissioner.*

"FELIX R. BRUNOT, Esq.,

"*President Board of Indian Commission, Pittsburg, Pa.*"

Q. Do you know the condition of the Indian Bureau about the time that the appropriation act of July 15, 1870, was passed; whether there was any balance left of the \$2,000,000?—A. I know that there was a balance left, because there is still a balance of

that \$2,000,000 in the Treasury. I do not know to what amount. Mr. French, the Auditor, told us the other day that there was still a balance remaining.

Q. You spoke of voucher No. 8, which was put in evidence, for the service of an inspector of bacon; do you know anything of the circumstances under which that item was paid?—A. No, sir.

Q. You do not know what service was performed, or under what circumstances?—A. No, sir.

Q. Are all the powers that are conferred upon your board contained in the President's instructions, together with such as are to be derived from the law?—A. Yes.

Q. You have no verbal instructions that you act under, except that order and the law?—A. No other.

Q. Then anything which you have said about your impressions of what your power is are only inferences from the order and the law?—A. Yes, sir.

Q. I believe you said that you knew nothing of the contingency under which the Commissioner let the contract alluded to?—A. Not officially.

Q. With reference to the small lot of presents sent to the Osage country, did not the board telegraph to the Commissioner to have them forwarded?—A. Our committee in the Osage country telegraphed two or three times to know why they were not forwarded.

Q. Did not the board know that the Commissioner was making the purchases himself?—A. We supposed they had been made, for I was present at the inspection in New York of the great bulk of the purchases.

Q. You supposed they would be included among your original purchases?—A. Yes, sir.

Q. And you afterward discovered they were not?—A. Yes.

Q. How did you come to telegraph to the Commissioner?—A. We supposed that the purchases had been made.

Q. And then he made the purchases under the spur of your telegram?—A. That we do not know.

Q. You had omitted to purchase them yourself, and after you got West you found that they were not included in your purchases?—A. No, sir, we did not omit anything; it was not our duty to purchase them.

Q. Then the Commissioner has violated no instructions or order in regard to that matter?—A. He did not call upon our board to supervise the purchase.

Q. I understand you that when you were in New York you did not make the purchase of those presents?—A. We did not make any purchase.

Q. I mean you did not supervise it?—A. That is it; we did not supervise it.

Q. And after you got West you found that the purchase had not been made?—A. We found that the goods were not forwarded.

Q. And you telegraphed for them?—A. Yes, and the Commissioner answered us that the goods had been forwarded to such a place from Osage City.

Q. But under what circumstances he made the purchase you do not know; you only know that you did not inspect the goods?—A. And we know that the bill was dated on the 24th of August, and, so far as that bill proves it, we know that the purchase was made on the 24th of August.

Q. Do you know the amount of blankets that were offered to you at \$6 80 by that firm of Amidon, Lane & Co.?—A. Not accurately; some two or three thousand pair.

Q. The number that General Parker bought was 200 pair?—A. He merely sent 200 pair to the Osage country.

Q. Might there not have been a difference in price between a large quantity and a small quantity?—A. Yes.

Q. And the inference which you derived about there being something wrong was based upon the difference of price between \$6 80 and \$8?—A. Yes, sir.

Q. Does your board take the ground that the Commissioner has the sole power of purchasing?—A. Certainly; that is the law.

Q. When he makes the purchase he performs his duty?—A. Yes.

Q. And when you supervise you perform yours?—A. Yes.

Q. It is his duty to act first in the matter and last in the matter?—A. Yes. In our interpretation we simply supervise, and all that we can do under that law, as I understand it, is to protest, and the Commissioner can finally act even against our protest.

Q. The final decision is left with him?—A. Yes.

Q. And the responsibility of the purchase is with him?—A. Yes.

Q. You are not bonded officers?—A. No, sir.

Q. Nor paid officers?—A. No, sir.

Q. It is a voluntary service?—A. Except as to the secretary; I am the secretary, and am paid a salary.

Q. You concede to the Commissioner the authority of deciding finally, when there is an issue between you?—A. Yes. I desire to present in this connection a letter addressed by myself to the chairman of this committee in regard to the duties of our commission under the last appropriation bill, and his reply. (See appendix.)

By Mr. SARGENT:

Q. Did the Commissioner ever see this correspondence?—A. No, sir; it was for our own information.

CONTRACTS FOR PURCHASING INDIAN GOODS.

WASHINGTON, D. C., January 17, 1871.

FELIX R. BRUNOT sworn and examined:

By Mr. SARGENT:

Question. You are president of the Indian commission?—Answer. Of the Board of Indian Commissioners.

Q. Have you been president since the organization of the board?—A. No, sir.

Q. Was your board called on to witness the making of a contract with J. W. Bosler, on the 17th of June, 1870, for the delivery of beef, coffee, &c., for the Indian tribes?—A. No, sir.

Q. Was your board called upon to inspect the quality of the goods delivered?—A. No, sir.

Q. Was your board consulted as to the propriety of extending that contract on the 10th of August?—A. No, sir.

Q. Or as to the character of prices to be paid under it?—A. No, sir.

Q. Were you afforded an opportunity to inspect the beef, coffee, sugar, &c?—A. No, sir.

Q. Were you consulted by the Commissioner in making the purchase of those goods?—A. No, sir.

Q. Were you consulted in any manner in regard to the making or execution of the contract, of 17th September, 1870, with J. A. Morrins, for the delivery of beef for the Indian tribes in Missouri?—A. No, sir.

Q. Were you consulted in making a contract with the transportation company, for transporting Indian goods; or were you required to supervise any expenditure of money for that purpose?—A. No, sir.

Q. Were you called upon to pass upon the propriety of the contract with Bosler, made in September, for a large quantity of bacon to be delivered in Chicago?—A. No, sir.

Q. Were you called upon to inspect the goods and ascertain their quality?—A. No, sir.

By Mr. CHIPMAN:

Q. Did you ever complain to the Commissioner, about the time this contract was made, that he had not acted properly in excluding you from consultation with regard to the letting of the contract?—A. No, sir.

Q. You never spoke to him on the subject?—A. I never spoke to him on the subject.

Q. Did you have at that time, or have you had until recently, any occasion to complain of contracts which he made without consulting with you?—A. I have known nothing officially on the subject of contracts for supplies to the Indians.

Q. You knew nothing of the exigencies under which he acted?—A. No, sir.

Q. Did you regard it as your duty under this law to supervise literally all the expenditures of money appropriated for the Indian Bureau?—A. So far as it was practicable for our board, with their engagement to do so, I did.

Q. Did you not recognize that there were large administrative duties connected with the expenditure of money, which you could not in the nature of things supervise?—A. We did not expect to manage the expenditure of the funds of the Department.

Q. Did the letter which you addressed to the Commissioner relate to the purchase of the annuity goods?—A. It related to the purchase of any supplies intended to be purchased by the Indian Department under this act of Congress and under the act previous to the last act—the act of 1869.

Q. Prior to the appropriations made in the act of 1870, of course, you did not apply the duties to yourselves that are imposed by that act?—A. The letter was written with reference to the act of 1869.

Q. And not with reference to the act of 1870?—A. Of course the duty was continued more urgently by the act of 1870.

Q. Was the question ever discussed among you whether the term "goods" embraced everything for which there was to be an expenditure?—A. Yes, sir; I believe it was.

Q. State how you regarded transportation. Did you regard that as "goods"?—A. The question of transportation was never discussed, to my recollection.

Q. But you did discuss the meaning of the word "goods," as used in the law?—A. Yes; I think it probable that we did at the first meeting of the board, or at its organization.

Q. What was your determination at that time?—We came to the conclusion that it was intended to cover all the expenditures of the Indian Department.

Q. For whatever purpose?—A. Yes.

Q. You did not discuss the language of the act of July, 1870?—A. Yes, I think we had a subsequent conversation on that subject.

Q. When was that?—A. At a meeting in New York.

Q. When you were purchasing the annuity goods?—A. Yes.

Q. Was the commission present at that discussion?—A. I think not.

Q. Did your board ever communicate to him your construction as to the meaning of the word "goods," for instance that it embraced beef?—A. No, sir.

Q. It was a mere discussion among yourselves?—A. The acceptance of the powers given to the commission in the original instance was a qualified acceptance, and the words in which we accepted the powers were communicated to the President. We acted with this idea, that so far as it was practicable for us with our other duties and engagements, we would accept of the trust he had reposed in us. In the same way, under the last act of Congress, we accepted it with a similar qualification.

Q. Was that by letter?—A. That was not communicated.

Q. Was it a mental reservation?—A. No, sir; it was a consultation of the board as to whether we could accept those duties. We understood our duties were, to bear such a relation to the Indian Department originally as would not impose upon us the control of the executive business which belonged to the Commissioner of Indian Affairs, but that our duties were supervisory. Finding that the Indian Commissioner had the same understanding, and that he applied to us very shortly after our board came into existence to aid in purchasing certain goods in New York, we appointed a committee of the gentlemen of the board who were personally familiar with that business, and that committee in connection with the Commissioner of Indian Affairs made certain purchases, amounting perhaps to a hundred thousand dollars, in a manner very satisfactory to us. I inferred, of course, that when our advisory aid was again needed by the Commissioner of Indian Affairs it would be called for; and, as I think, properly doing all that could properly be done by myself as chairman of the committee, I waited some time for further information as to whether our services would be required.

Q. Was that under the recent law or under the old one?—A. It was previously the enactment of the present law. Imagining that it was hardly possible that the business of the Indian Department could be conducted without making purchases during this time, I thought it my duty to address the letter which has been read here to the Commissioner of Indian Affairs, and I subsequently received the letter in reply which has also been read. I immediately called a meeting of the board of commissioners in the city of New York, for the purpose of meeting the Commissioner and coöperating with him. We then went on and made certain modifications of the Commissioner's plans, or we advised certain modifications which he adopted, and the purchases were made. It was not for me or for our board to stand over the Commissioner of Indian Affairs watching his movements, and demanding of him to come to us for the purpose of consulting us. That is the explanation which I wish to give of the action of our board.

Q. The language used by the act of July 15, 1870, is that it shall be the duty of the commission to supervise all expenditures, &c. Did you take that to mean consistently with the duties which you owed to your private positions, or did you receive that duty as a public officer would, to the exclusion of your other responsibilities?—A. Not to the exclusion of all our other responsibilities. We had made very great sacrifices of our private affairs in order to perform this duty.

Q. You did not feel yourselves acting under the obligation of an official oath; you were not paid?—A. We were not paid.

Q. Your services were voluntary?—A. Yes, sir.

Q. You recognized no pecuniary liability to the Government for your conduct?—A. No, sir.

Q. There were therefore none of the responsibilities connected with your office that are thrown around officers appointed by law?—A. Much higher responsibilities.

Q. Explain that. State whether you regarded yourselves as the managers of the Indian Bureau in any sense.—A. No, sir.

Q. Or of its affairs or its administration?—A. No, sir.

Q. Did you regard yourselves as charged with the administration of any of the laws connected with that Bureau, except as defined by those two acts?—A. No, sir.

Q. Did you regard yourselves as having supervisory control over the Commissioner, such as to compel him to do what he did not want to?—A. I cannot say that I at any time regarded our board as superior in authority to the Commissioner of Indian Affairs. I do not think it can have been intended that we should take the Commissioner's business and do it ourselves.

Q. Have you ever had any occasion to complain to the Commissioner, or to suggest to him that he was doing wrong with reference to the letting of any contract?—A. No, sir.

Q. Did your board ever make any complaint to him with reference to any of the contracts here spoken of?—A. No, sir.

Q. Do you know the circumstances under which he acted, or the facts upon which he based his official action with reference to those contracts?—A. No, sir.

Q. You know nothing of the exigencies under which he acted?—A. No, sir.

Q. You cannot say whether you would or would not approve his conduct?—A. No, sir.

WASHINGTON, D. C., January 17, 1871.

EDWARD EARL SWORN by affirmation and examined.

By Mr. SARGENT :

Question. Where is your residence?—Answer Worcester, Massachusetts.

Q. Are you a member of the Indian commission?—A. No, I am not.

Q. What connection have you with the Indian service?—A. At the different yearly meetings, of which there are nine in different parts of the United States, a committee of two is appointed by each meeting, and I am one of that committee from the New England meeting. The duty of that committee is to take a general interest in behalf of the Indians.

Q. On such a mission as that were you at the Neosho reservation or agency when the payment was made to the Quapaws?—A. Yes.

Q. State how you happened to be there and what you observed there?—A. There were three gentlemen appointed to accompany Dr. Nicholson, and to go about among the Indians in the Indian Territory. The other two failed of coming. I came on, and when I got to Lawrence, Kansas, Mr. Hoag was there. After I had been to one agency he said to me that the next day there was to be a payment at Seneca, and that it would be a good opportunity for me to see some Indians. I had not seen Dr. Nicholson at that time; he had been to the Kaw Indians. On my return about Topeka, next morning, I fell in with him, and I told him that Mr. Hoag would like us to be at the Seneca payment. We started from Lawrence at 7 o'clock in the morning and went down to Baxter Springs, and there met Mr. Lang. That was on the 13th of October. On the 14th we went over to Seneca, and from there up to the agency. A little while after we had been there we were informed that General Blunt was going to address the Indians, and that he wished us to be present. He got them all around, one or two hundred of them. They were sitting on the ground, a good many of their chiefs particularly. General Blunt got near in front of them and went on and stated his case. I took some notes, not very perfect; but I will state from them as nearly as I can what took place. The substance of what he said was that he was applied to by the Indians to obtain certain sums from the Government for war spoiliations; that the amount was \$102,000 in the first place, but that it was finally cut down to \$90,000. Then he told them how he fought it through Congress, and said that he had paid \$6,000 for getting it through, and had got \$10,000 more to pay.

Q. Did he say to whom?—A. No; I believe the question was asked him whom the \$10,000 was to go to.

Q. Did he state that his services in getting it through Congress were what entitled him to the money?—A. Yes; he said he spent about three months the first year in an effort to get it through, and did not succeed, and that the next year he spent eight months more in accomplishing his work. He told how he watched it through the different stages; how it was left out of the bill once, and how he went and got it in again.

Q. In what house?—A. He did not say. He said that he afterward found that the whole thing was stricken out, and that he went to Mr. Morrill and said that it was a just claim and should be paid. Then he said that he got it put back into the report, and it passed, being referred to the Indian committee in both Houses. It was then referred back to the Commissioner of Indian Affairs, who recommended \$90,000 instead of \$102,000. He said that he got it put in the appropriation bill, and that he "bought it and fought it" through Congress. Those were his words. In his remarks to the Indians he said, "I have had a great deal to do with the Indians, and they have been always true to me, and now I do not think that they will come down on me;" and he asked them if they would do so. They said no, and he got them to indorse all he said. He then produced his contract with the chiefs—a written contract—all signed and sealed and stamped, and he brought it round to us to look at. Then he passed round four or five powers of attorney, and said that he had one of them from each claimant all the way through. He had prefaced the whole of this by saying that he understood that the Quakers were coming there to tell the Indians to repudiate their contracts, and it was then that he said to them, "I do not think that the Indians will come down upon me; they never have;" and he asked them then to reindorse all he had said. Aside from that I frequently spoke to him, trying to read his feelings a little, and he said that I did not know as much about the Indians as he did; that one dollar was as good to them as five dollars; that I would see them all drunk before they left. I was

there three nights, and one of those nights the Indians had a dance. That night I saw an Indian drunk, and perhaps I saw one drunk the next day.

Q. Was the paymaster of the Government present at that speech?—A. No; that was the afternoon previous to his being there.

Q. Was any Government official present at that speech?—A. Nobody but George Mitchell, the agent. Mitchell was there, and some lawyer from Peoria.

Q. Did the agent try to prevent the speech being delivered?—A. Not at all; he came and told us that Blunt was going to deliver the speech.

Q. Now state what took place the next day?—A. I would like to state one thing previously to that. We had a conference in the evening with the agent, before this took place. We asked him if nothing could be done. He told us that Blunt had power of attorney from every individual. I said to him, "Did you help to get those powers of attorney?" He said he did. I told him I was very sorry for that; that I thought it would complicate him, and he said he was sorry for it too. Every one of those powers of attorney was witnessed by him, and we were informed afterward that he did get them, even without Blunt being present. He said he was instrumental in getting them.

By Mr. BECK:

Q. Blunt said that he had "bought it and fought it" through Congress?—A. That was his language.

Q. Did you understand him to mean that he had paid members of Congress for the votes?—A. He said he had paid \$6,000, and had \$10,000 more to pay.

Q. He said that in connection with what he said about having "bought it and fought it" through?—A. Yes, sir.

Q. Did you understand him to mean you to understand that he had paid members of Congress to vote for this claim?—A. He would not give us any light upon that subject. I think I asked him afterward where the \$10,000 were to go to in a rather joking way. He sort of bit his lip and did not make any reply.

Q. Did he make an impression upon your mind that he had to pay members of Congress?—A. I rather drew that inference; but still I should not care to say that I had any right to do so.

By Mr. SARGENT:

Q. Was any other inference possible when he said he had "bought it and fought it" through Congress?—A. That was the inference I drew from it.

Q. What else took place?—A. When this payment was about to take place, I mentioned that I had come there hoping to see justice done to the Indians, and that I should like to be in the room, if there was space for me. Mitchell said certainly, and I took a seat. I was going to take a seat by a little desk, but he said that that was General Blunt's desk. That was all arranged between him and the agent. There was another seat near Blunt's, which was for one of the clerks of some of the traders. I sat near him, and near another clerk of another trader; Agent Mitchell sat right before me; Jocknick sat in the corner, behind the stove, near the door; Williamson in the center of the room; and the interpreter between us. Thus the payment went on very much as Mr. Williamson has described it. Sitting back and seeing the whole proceeding, and being a little more disinterested than he, I could perhaps describe it a little more accurately. There was no specific sum paid to the trader, but only the amount of the orders which Agent Mitchell had given for goods for the Indians. I kept a record of it in my book. For instance, No. 75 came in. His claim was \$338 21. Jocknick handed a ticket to Pilkinton, who mentioned the amount and handed the ticket to Williamson. Williamson then sung out the amount and handed the money to the Indian. The Indian passed it directly to Mitchell and Blunt and myself. I would say how much Blunt was to have. Then the store-keeper would say how much his claim was, and I would tell them how much went to the Indian. Mitchell then handed me back what the Indian should have, and I counted it and handed it to the Indian, telling his interpreter to tell him just what the sum was. Now, for instance, No. 75 had \$338 21, Blunt's claim was \$112 73, and the store-debt was \$40, which left the Indian \$185 48. It passed through these forms. I took my seat there because I had heard so much about cheating the Indians that I wanted to see how the thing was, and I thought I would rather be figuring and watching than sitting there idly.

By Mr. BECK:

Q. Could the Indian have taken his money and put it in his pocket and gone out of the house without objection from anybody, if he had wanted to?—A. I think that the chiefs and interpreters would have called him back if he had. It seemed to have been all prearranged; it was all understood by the agent, by Blunt, and by the store-keeper; it was thoroughly arranged the day before any of us got there; they told us that it was; they had every sum on the book arranged on purpose to show what the store bills were, so that there would be no delay about it, and it was proceeded with pretty rapidly, in consequence of everything being systematically arranged.

Q. The common run of the Indians could not have got the full amount of their money from the agent and gone off without settling the 33 $\frac{1}{3}$ per cent. commission to Blunt, and without settling the store bills, without being called back?—A. Undoubtedly they would have been called back.

By Mr. LAWRENCE:

Q. Who was the agent?—A. George Mitchell.

Q. Was all this done with his approval?—A. Yes; I think I can say that without doubt.

By Mr. SARGENT:

Q. Is he still in the service?—A. Yes; that thing was all arranged the day before Williamson got there.

Q. Did Mr. Williamson seem to approve of that course or to object to it?—A. Mr. Williamson said, just as he has stated here, that he had nothing to do only to pay the Indians.

Mr. WILLIAMSON. And I objected to the course?

WITNESS. Yes, I think you did.

By Mr. SARGENT:

Q. Was anybody else present with you at the time Blunt made his speech?—A. Mr. Lang was present; perhaps it was the next morning after we got there, but it certainly was before Jocknick and Williamson got there.

Q. Is Mitchell an agent of any religious body, or is he a military officer?—A. He is an agent, who properly ought to be, I suppose, one of the Quaker agents; but he never has been removed; there seemed to be some difficulties in the way.

Q. Was he one of the Government agents appointed on the recommendation of the Quakers?—A. No, he was an old agent, who had not been removed; his wife is Senator Harlan's wife's sister.

Q. He did not come in under General Grant's Quaker policy, as it is called?—A. No, sir; he was there previously.

WASHINGTON, D. C., *January 24, 1871.*

S. E. WARD sworn and examined.

By Mr. CHIPMAN:

Question. Where do you reside?—Answer. In Nebraska City. I do business at Fort Laramie.

Q. How long have you been at Fort Laramie?—A. Since 1838.

Q. What business particularly have you been engaged in?—A. I have been engaged in the Indian trade, and as a sutler at Fort Laramie.

Q. Have you dealt largely in beef; and are you familiar with that trade?—A. Not in beef for the last few years.

Q. How long have you been trafficking in beef in that country?—A. Off and on for about twelve years.

Q. Largely or otherwise?—A. Not very largely.

Q. Are you familiar with the prices prevailing in that country, and have you been for this period of time?—A. For the last two years I cannot say I have.

Q. Do you know anything about the price of beef within the last few years?—A. Yes, I know what they are getting for beef at Fort Laramie.

Q. Can you state the difference between the price of furnishing beef along the line of the Pacific Railroad and in furnishing it on contract for the posts running from Yankton up to Grand River?—A. Taking the risk and everything, I should say not less than seventy-five cents in favor of furnishing beef along the line of the road.

Q. Upon what do you base that difference?—A. Upon the risk of capture by the Indians, of crossing the streams, and of the stampeding of the cattle.

Q. Have you had experience to enable you to speak of that matter from your own observation in that country?—A. I think so; that is as little as I would be willing to do it for.

Q. Have you recently bid for furnishing supplies of beef for any of the forts?—A. No, sir, not since 1869.

Q. Has there been any material variation in the cost of beef within the last four or five years?—A. I think it is less now. The last bid I remember to have made for beef at Fort Laramie was 12 $\frac{1}{2}$ cents net.

Q. Fort Laramie is how near the Pacific Railroad?—A. About ninety miles.

Q. Did you incur any risk in driving there?—A. Some risk. The greater risk is after you cross the North Platte and get into the Indian country.

Q. State as nearly as you can the value of beef in that country in June, 1870; what would be a fair price for supplying the Indian posts from Yankton up to Grand River?—A. There is a difference between Texas cattle and American cattle. I should not be willing to take a contract for less than seven cents to deliver them along up at the different posts.

Q. State what is the difference between Texas and American cattle; what do you understand to be Texas cattle?—A. I understand them to be cattle raised in Texas and driven there, and American cattle to be cattle coming from Nebraska, Iowa, or the adjoining States.

Q. What is the difference between the value of Texas and the American cattle?—A. I should judge a cent and a half.

Q. How is it with the Texas cattle that have been wintered?—A. There is about the same difference.

Q. What were cattle worth along the line of the Pacific Railroad—good merchantable Texas cattle?—A. I cannot say. I sold a lot at \$80 a yoke, or \$40 apiece, at Fort Laramie in September, 1870. They were working cattle.

Q. Were they sold for beef?—A. I really do not know what use was to be made of them.

By Mr. WELSH:

Q. Are you familiar with Schuyler and the great cattle depots in Nebraska?—A. I am not with Schuyler.

Q. You know where that point is?—A. Yes, sir.

Q. Do you know the price of cattle at Schuyler?—A. I do not.

Q. Or at Columbus?—A. No, sir; I have not been at Columbus lately. I have been at Nebraska City and Omaha.

Q. Have you ever delivered cattle on the Missouri River?—A. Yes, sir.

Q. What would you consider a fair price between prompt delivery and keeping them nine months and wintering them at your own expense?—A. Some months you would gain and some months you would lose.

Q. Suppose you bid for two contracts, one to drive cattle to be taken as delivered, the other to drive them there and you to keep them for nine months at your own expense, what would you consider a fair difference in the price?—A. I should consider it about two cents. I should say they would be worth two cents a pound more than when delivered at once.

By Mr. LAWRENCE:

Q. What stream is there in which there is danger in crossing cattle in going up to Yankton or Grand River?—A. That depends where you start from. If you start from the south side of the Missouri River and keep the roads for a short distance, you would have to cross the Missouri twice.

Q. Is there no other stream?—A. There is the Platte.

Q. Is there any place where the Platte would be dangerous?—A. Not at this season of the year. I have seen it when it would be dangerous crossing.

Q. Is there ever any danger in crossing the Platte with a herd of cattle where any skill is exercised in driving?—A. Yes, sir.

Q. Where?—A. Above Fort Kearney and above Columbus, Nebraska. It depends altogether on the season of the year.

Q. Did you ever know any cattle drowned in crossing?—A. Yes, sir; I have had them drowned.

Q. How many?—A. I have had them drowned at different times. I have crossed a great many times when I had to swim my oxen and ferry my wagons over. I could not say how many, but probably fifty or a hundred altogether.

By Mr. WELSH:

Q. You are aware that Whetstone is on the other side of the Missouri River?—A. Yes, sir.

By Mr. CHIPMAN:

Q. Do you know whether there is danger from Indians in driving up cattle from the Missouri River?—A. There is sometimes, when they are purchased in Iowa.

By Mr. BECK:

Q. What was the price of cattle in Nebraska in June, 1870—such cattle as were usually furnished Indian agencies, weighing a thousand pounds, gross?—A. I cannot say anything of what was furnished to the Indian agencies.

Q. What were cattle weighing a thousand pounds worth in Nebraska in June, 1870?—A. I should say not less than four cents.

Q. What were they worth in September, 1870, in Nebraska?—A. I do not know.

Q. Were they worth as much as they were in June?—A. I presume not.

Q. What difference, if any?—A. I should judge between a quarter and a half a cent. Cattle in June, to a great extent, are those which have been feeding through the winter on grain, and generally sell higher than they do in the fall.

Q. If cattle could be delivered in the fall at Whetstone and Grand River agencies, in Dakota Territory, and Yankton and Cheyenne agencies, at \$3 80 per hundred pounds, gross, they ought to have been delivered at the same agencies in June for a quarter of

a cent more?—A. Yes, sir; though I would not have been willing to have delivered them at that price in any season.

Q. You were not dealing in cattle until the last season?—A. No, sir; except to sell working oxen.

Q. You were not therefore familiar with the price of cattle last summer?—A. No, sir.

Q. Were you familiar with the cost of transportation last summer?—A. No, sir; not in that region of country.

Q. Do you know anything about contracts made with the Indian commissions?—A. No, sir.

Q. Your experience is limited to transactions some years previous?—A. Yes, sir.

WASHINGTON, D. C., *January 24, 1871.*

ELY S. PARKER, Commissioner of Indian Affairs, sworn and examined :

By MR. WELSH :

Question. In how many instances did you advertise publicly during the current year since June 30, 1870, for purchasing supplies for the Indians?—Answer, Twice during that time, I think.

Q. Do you know the extent, or about the extent of the purchases growing out of these advertisements?—A. I cannot give them to you exactly. Under the first advertisement between \$350,000 and \$400,000 were purchased.

Q. Of dry goods?—A. Yes, sir.

Q. Under the second advertisement how many?—A. I cannot state, from memory, the amount.

Q. What did they consist of?—A. Beef and bacon principally.

Q. Do you remember the dates?—A. The first advertisement was dated July 26, I think, and appeared in the papers of July 27.

Q. And the contracts made about when?—A. The award was made about the 6th of August.

Q. For delivery at what time?—A. To be delivered on or before the 20th of August.

Q. The second, which was principally for beef and bacon, required the goods to be delivered about when?—A. The advertisement states, I think, the bacon was to be delivered at Chicago on or before the 20th of September.

Q. Can you give us an idea of about the extent of your purchases by private contract since the 17th of June last, and including that day, to be paid for out of the present appropriation bill?—A. Since June 17, beef has been purchased to the amount of about \$514,000.

Q. Exclusive of this advertised beef contract?—A. Yes, sir. I cannot say, however, whether there is bacon included in this amount or not. I think there is.

Q. Does it also include supplies of sugar, coffee, and flour?—A. Yes; but I am not sure whether it includes bacon or not; nor can I tell without an examination of the vouchers. Under the head of "supplies," there is an item of \$141,000.

Q. Were those purchases confined to supplies delivered in the Missouri region, or do they include the entire purchases of the Indian Bureau?—A. I am speaking now of what has been paid out since the 17th of June. At a later period in the fall there was additional flour purchased to the extent of about \$101,000.

Q. Have you any means of getting at the entire amount spent in private purchases since the 15th of June last by the Indian Office, not only for the Missouri region, but for all regions?—A. That is what I am endeavoring to give you. I have another memorandum here of sugar and coffee, \$80,000, and another small item of \$3,900.

Q. Can you furnish the committee with the entire amounts spent by the Indian Office in private purchases since the 15th of June, to be paid for out of the present appropriation bill?—A. I have just given you the amounts, I think, with the exception of a purchase made on the 3d of December last, and I have not examined the bills of that to see what they amount to.

Q. Does the statement you have given include the purchase of the 10th of August, 1870?—A. Yes.

Q. Will you please furnish to the committee, at your convenience, the amount of the purchase of December 3d?—A. I will do so. They are all on the records.

Q. Did you consult the board of Indian commissioners in making any of your purchases, except for dry goods?—A. No, sir.

Q. Did you call upon them to supervise any expenditure of money other than the purchase of dry goods?—A. No, sir; I asked them to assist me in making payments of money.

Q. Did you call upon them to inspect any goods purchased for the Indians other than the dry goods purchased in New York?—No, sir.

Q. It appears that on the 27th of May last the head of the Commissary Department of the Army notified you that there would be a surplus of supplies, and asked you to instruct the agents to receive these supplies at any time before the 30th of June. It

appears that on the 1st of June you did so instruct the agents; what means did you take to ascertain what surplus supplies there would be?—A. My recollection is that I simply asked the Commissary General to supply me at as early a day as possible, and to furnish me returns from the assistant commissaries as to what they did turn over to the agencies under these instructions. I had to depend on him for lists to be verified by lists that would be sent in to me from the agencies in the ordinary course of business.

Q. What means, before the 17th of June, did you take to ascertain the amount of surplus supplies which would be turned over to agents?—A. I took none in particular that I am aware of. That letter of the Commissary General which is printed was the first intimation I had that there would be a surplus of stores.

Q. Did you know the rate which the Commissary Department was paying for beef?—A. Yes, sir.

Q. What was the rate?—A. Four and forty-four one hund redths cents per pound. These were the figures given me by the Commissary General.

Q. Did you know whether the contractor was obliged to keep the cattle under these rates at his own risk and expense and deliver them as needed?—A. No, sir; I do not know as to that.

Q. The contract advertised in open market—I mean the Morrow contract—was to deliver beef at what rates?—A. Three and eighty-eight one hundredths cents a pound.

Q. Was the contractor bound to keep the cattle at his own expense and risk?—A. Yes, sir.

Q. And that contract runs through how many months?—A. Until the 1st of July next.

Q. That is about nine months?—A. The contract is dated 17th of September, running from that time until the 1st of July next. I think the delivery was to commence from the 1st to the 15th of October.

Q. Do you know whether Mr. Bosler is a partner in that Morrow contract?—A. I have such information; I have heard that he was.

Q. You speak of having inquired; what means did you take on the 17th of June or thereabouts to ascertain the lowest prices at which cattle could be furnished?—A. For several weeks previous to the 17th of June I had been in the habit of talking almost daily with parties visiting my office upon the subject of whether articles of subsistence could be had for an emergency in the region of these agencies, and, in my own mind, I had come to some conclusion as to what we would have had to pay in a sudden emergency for these articles of supply. The only means I could take was conversation with parties who were familiar with the country, and who were dealing in cattle.

Q. Do you remember whether Mr. Bosler was ever recommended to you by De Witt Clinton Wheeler?—A. I do not remember it.

Q. Are you aware that Mr. Bosler and Mr. Wheeler are partners in that business at all?—A. No, sir.

Q. What do you consider a fair difference of price between a prompt delivery of cattle, and delivering them as they are wanted, for nine months, subject to the risk of stampeding, loss of weight in the winter season, cost of feeding, &c., on the part of the contractor?—A. I do not feel myself a competent judge to give you an estimate of the difference.

Q. Did you ever inquire the price of cattle at that time at Schuyler, or other prominent cattle centers in Nebraska?—A. I did not know where the cattle depots in Nebraska were.

Q. Did you ascertain what the cattle herders in any of these depots were willing to deliver cattle for on the Missouri River?—A. No, sir.

Q. I observed that two of these agents asked the privilege of buying temporary supplies in the neighborhood; why was not that privilege granted, and why did you buy three months' supplies, instead of temporary supplies, in June, 1870?—A. We had no funds at that time to authorize them to buy for temporary uses; and, in the contract of June 17, the contractor agreed to supply the whole amount which we needed for all the agencies, taking the risk of an appropriation.

Q. Did you ask the Secretary of the Interior, or the chairman of either of the appropriation committees, to get a temporary appropriation for this purpose—such as was asked for and obtained on the occasion of Red Cloud's visit?—A. No, sir. The appropriation asked for during Red Cloud's visit was simply to pay the expenses of Indian delegation visiting Washington.

Q. I understand that you took no means to get funds for temporary supplies.—A. There was an appropriation bill then pending which we hoped might pass any day, and in the mean time I could only look to the arrangement made with the Commissary Department for supplies which would last to June 30.

Q. Did you notify the chairman or members of either the appropriation committees that an immediate appropriation was required for temporary supplies?—A. I was in frequent communication with the chairman and members of the committee in charge of this matter, and urged them to have the appropriation bill passed.

Q. Did you notify them of your contract made on the 17th of June?—A. No, sir.

Q. This contract requires the contractor to deliver in July, August, and September, in the mean time the contractor being required to keep the cattle at his own risk and expense; what reason was there for your sending to the agents notice requiring them to receive this cattle all at one delivery, against their wishes, and in some instances their protest?—A. That was done to carry out my original idea that supplies should be delivered into the hands of our agents in bulk, all at once if practicable. At the time of entering into this contract Mr. Bosler was doubtful whether he could deliver all of the cattle, as I wanted him to do at one time, and insisted on delivering them at different times, and at his request the clause authorizing different deliveries was put into the contract. I consented to it, at the same time stating that if he could deliver the cattle into the hands of the agents all at one time, I should prefer it. It gave better satisfaction to the Indians to know that the supplies were on hand for some time in advance. Hence when Mr. Bosler reported that he was able to deliver them all at one time, I notified the agents to receive them. It was supposed, and Mr. Bosler so represented, that he might have to make three different trips and purchase three different herds of cattle. There was urgency for the first lot to be taken up as speedily as possible, so as to serve their immediate necessities. That was the reason why that clause was put into the contract, and the reason why, when I found he could deliver all at once, I gave the order to receive them.

Q. Why did you insist that Mr. Poole should take them when he reported that he had three months' supply, and when under the contract the contractor was bound to keep them at his own risk and expense?—A. On the 18th of June, one day after the arrangement with Mr. Bosler had been made, Mr. Poole telegraphed me that he had nothing at all at his agency, and asked the Indian Office to supply him. I telegraphed back to him stating that arrangements had been made the day before to supply his agency. He then on the 22d writes that he has received some cattle from the commissary, twelve or thirteen hundred head, I think; but as the contract had been entered into with Mr. Bosler for a specific number, under the idea that that number would be required, and as Mr. Poole himself had represented that he had nothing on hand, I did not want to be at the expense of having them driven off to some other point, as I knew that in time we should need them for that agency. Hence I instructed that they should be received.

Q. Had Mr. Burleigh written to you that he would supply cattle at a less rate?—A. Not that I remember. He had written some time before, asking if I wanted cattle, and saying if I did he would furnish me. I do not recollect the price mentioned.

Q. Do you know what they were paying for beef in the Santee agency at that time?—A. I cannot state.

Q. Where was Burleigh furnishing them?—A. He was furnishing them at Santee, I think.

Q. And he wrote you that he had cattle on hand; that he would be glad to supply?—A. It is my recollection that he wrote me a private letter to that effect.

Q. What is the date of that letter?—A. Somewhere about the middle or latter part of June, as I remember.

Q. Can you produce it?—A. I do not think I can. I do not think I saved this private letter; it was not an official letter at all.

Q. Was it addressed to you as Indian Commissioner?—A. I am not sure about that. It was marked on the envelope "personal," and letters so marked, of an unofficial character, I do not ordinarily preserve.

Q. Why did you contract for cattle to be delivered in August and September and call it an exigency?—A. I do not know as I understand your question. I wanted them just as soon as I could get them, and the clause in the contract postponing the delivery of a portion of them was more for the accommodation of the contractor than anything else. I considered that the exigency would last until I could obtain supplies under the appropriation bill.

Q. Why did you not advertise immediately for cattle after the passage of the appropriation bill of July 15; did you not consider these supplies as of more importance than clothing?—A. Arrangements were made for a supply of annuity goods immediately after the passage of the appropriation bill, and my attention was directed wholly to their purchase during a considerable time. That is the only reason I can give you for not immediately advertising for subsistence.

Q. The contract of the 10th of August, for three million pounds additional of beef, was made for what reason?—A. It was made because at that time the subsistence matter had not received the attention which it ought to have received, and it became necessary to extend the arrangement previously entered into to continue the supply of beef and subsistence, which was getting short or would be before completing arrangements by advertisement, and as soon as my attention was called to the matter I had an advertisement prepared for supplies.

Q. Why did you receive cattle at 6½ cents per pound in November, contracted for delivery in October, when, under your open advertised contract, they were to be fur-

nished at 3⁸⁸/₁₀₀ cents per pound in October?—A. The beef, under the Morrow contract, had not reached the agencies at this time nor at the time required by the advertisement for delivery. I had supposed, under the extension of the 10th of August, Bosler's beef would all reach there so as to keep the agency supplied until Morrow could commence delivering, and the extension of the 10th of August was intended to reach about October 15, or perhaps a little later, and that was the time Morrow was to commence his delivery, which, in consequence of some delays, he did not succeed in doing until some time afterward, and Bosler did not get up his cattle until after it was supposed it would reach there.

Q. Why did you not hold each party to his contract?—A. We would not get the information here from the agencies of the failure of the contractor to comply with the terms of his contract probably under fifteen or twenty days after the execution of it was due at the agency. We notified agents whenever arrangements were made for beef that it was due at such and such times, and if the contractors failed to deliver at these times we depended upon the agents to notify us. I was not aware in this case of the failure of the contractors to comply with the requirements of their contract in respect to time until the thing had past.

Q. When did you notify the agents that you had entered into that contract, or when did you send them a copy of the contract with Morrow?—A. I cannot from memory give you the date. My impression is that instructions were not sent up there until quite a long time after the contract was entered into. I give that as the impression on my mind.

Q. Have you any idea at all of the time?—A. I give you as my impression that it was after the middle of October or about that time; and I give it simply as my impression. I will furnish the exact date when I sent my instructions from the office, if the committee desire it.

Q. Was the Second Auditor ever notified of the receipt of a communication from Agent Randall, of August 20, 1870?—A. Not by me.

Q. Did you send invoices or descriptions of the various kinds of goods, sugars, coffee, and other stores sent up to the various agencies, so as to enable them to examine as to weight, quality, &c.?—A. I did not send them personally. I gave instructions that it should be done.

Q. Do you know that they were sent?—A. Not of my own knowledge.

Q. Can you produce evidence that they were ever sent?—A. I presume I could bring from the office witnesses who would testify that they were put into the mails. It is a rule always to send copies of invoices to the consignee, and I am perfectly satisfied that they were sent; but as I did not do it myself I cannot give it as a positive statement. I had returns from the agents sometimes stating that something was missing, showing that they had the invoices.

Q. Under the private contract of the 17th of June, for beef and flour, were there not other articles purchased?—A. Yes; bacon, sugar, coffee, salt, and, perhaps, other articles.

Q. Is that purchase in any of the papers before the committee?—A. I do not know.

Q. I observe by your letter to Secretary Delano, in evidence, you state that nearly all the Indian freight, consisting of annuity goods and other supplies, reached Sioux City in October; what evidence have you of that?—A. That was the opinion of the freight men in New York, who forwarded freight from New York, as to the time it would reach Sioux City. I was not at Sioux City myself, and of course could not know it personally.

Q. Did you not telegraph to Mr. Poole that annuity goods would reach him in September?—A. From his statements I presume I did; I cannot state it from recollection.

Q. What data did you have for making your published statement that nearly all the annuity goods reached Sioux City in October, necessitating a private contract on your part as to freight?—A. That is the opinion I had.

Q. Do you know where you got it?—A. I got a part of my information from the men in New York who transported the goods.

Q. If the goods left New York in August, they must have reached Sioux City in September.—A. I do not know that any goods left in August.

Q. Please state what evidence you have that these goods did not reach until October.—A. My information was from men who had the freight contract from New York to Sioux City, and who stated that the goods would not reach Sioux City until about such a time. They had been going on different days and by different trains, and my impression is that the last lot did not leave New York until the latter part of September. I could not tell, when in New York, at what time all the Indian freights would be ready to ship from Sioux City up the river, and I was compelled to make arrangements for late freight.

Q. With whom did you make your contract for freight from New York?—A. One contract was with a party whose name I cannot recall just now. He was the agent of what is termed among merchants the "Blue Line" from New York. I think Mr. Noble is the general agent.

Q. When and where was your contract made for freight up the river?—A. I was in Chicago, and executed a contract on the 26th of September, I think.

Q. That is the date of the contract, but it does not state at what place it was executed?—A. It was signed in Chicago upon my part, and, as I suppose, by the Northwestern Transportation Company at Sioux City.

Q. Is Mr. Wolworth an agent of the Northwestern Transportation Company?—A. He is secretary.

Q. Did that contract embrace past shipments or only future shipments?—A. It was to embrace everything that had to be done in connection with annuity goods and other supplies that were going up the river.

Q. When you made that contract did you know where these goods were you were contracting to send up the river?—A. I understood that some of them were at Sioux City or somewhere in that region.

Q. That was in September?—A. Yes. There were large quantities of goods that had not then reached there, and I understood there were Indian goods ready for shipment up the river, but I cannot say in what quantities.

Q. Have you ascertained, since that time, that all the goods reached Sioux City in September?—A. No, sir.

Q. Do you know how many goods were shipped up the river after that time?—A. No, sir.

Q. Then, when you made your contract, you did not know there were any goods at Sioux City, at all?—A. I knew there were goods there, but I did not know how many.

Q. Did that contract include goods shipped up the river in June?—A. No, sir; for all the goods which went up in June the contractors were required to deliver at the agencies.

Q. When you made your contracts were you aware that very large quantities of these goods had already gone up the river?—A. No, sir; I was not aware of it. I had an idea that some had gone, because I had given instructions to Mr. Wolworth, when I last saw him in New York, that when Indian goods reached Sioux City not to delay them there at all. I did not want them to remain in Sioux City any longer than possible, and gave instructions to have them crowded ahead to their destinations lest low water and cold weather might delay them.

Q. You gave this order to Mr. Wolworth without any contract?—A. I had an understanding with him that the goods were to be taken at the lowest price. The last time I saw him, in August or September, I think, I arranged with him to send on a contract executed on his part, at Sioux City, and I would execute it on my part.

Q. Without fixing the rates?—A. We had had a conversation about the rates.

Q. Were you not aware that there was a special contract already in existence for carrying all goods up the Missouri River?—A. No, sir; not at that time.

Q. Did you never see an advertisement for such a contract?—A. My attention was never called to it, and I had never seen it.

Q. What attempt did you make to get up competition among steamboat owners, and to obtain the lowest rates of transportation?—A. I did not find it necessary to make any such attempt. While I was in New York they were in to see me almost every day, and were talking about the freight business, and I obtained in those conversations their ideas of what they were willing to do.

Q. Do you know how many parties were interested in this freight up the river?—A. No, sir.

Q. Are you aware that De Witt C. Wheeler had an interest in it?—A. No, sir.

By the CHAIRMAN :

Q. At the time that the contract of the 17th of June was made, I understand you that no advertisement was published?—A. No, sir.

Q. That contract was made with J. W. Bosler?—A. Yes, sir.

Q. And it was for beef at 6½ cents a pound, bacon 25 cents, coffee 28 cents, sugar 18 cents, salt 8 cents, soap 15 cents, and tobacco 85 cents, to be delivered at the agencies?—A. Yes, sir.

Q. On the 16th of June, or any time shortly before making this contract, did you have a conversation with a man by the name of Finn, of St. Louis, and with a man by the name of Baldwin, in which they asked you if you intended to make any such contract, desiring to bid for it if you did; and do you recollect that you replied that you did not intend to make such a contract?—A. I recollect that Finn was here a great deal last winter and summer, and probably about the time you mention he may have asked me again. He had inquired at various times in regard to furnishing beef at Whetstone. I do not recollect giving him any such reply as you suggest.

Q. You did not state to him that you did not intend to make such a contract at any time, and that you could not make any such contract, because the appropriation bill had not passed?—A. I have no recollection of any such conversation.

Q. Did you consult the Indian commission in reference to the price to be paid under that contract?—A. No, sir.

Q. Did you furnish them any facilities, or request them to inspect any articles furnished under that contract?—A. I did not.

Q. One-third of these goods were to be delivered the 15th of July, one-third the 1st of August, and one-third the 1st of September?—A. That applied only to the beef; the balance of the stores were to be delivered at once, as soon as they could be sent up there.

Q. When you extended this contract, August 10, for 1,500,000 pounds of beef, or 3,000,000 gross, was not that after the appropriation bill had passed, and when you had funds under that bill in your hands?—A. Yes.

Q. Did you consult the Indian commission as to the propriety of paying these prices longer?—A. No; I did not.

Q. Did you advertise?—A. There was no advertisement published at that time for beef or subsistence?

Q. What was there to prevent an advertisement, after the passage of the appropriation bill, down to the 10th of August, when you made that extension?—A. I do not know that there was any, except that my time was occupied in attending to the annuity goods in New York. My whole attention was directed to that, and this subsistence matter was neglected.

Q. How much in amount did these goods come to?—A. From \$350,000 to \$400,000. I do not recollect the exact amount.

Q. What was the value of this three million pounds of beef at the contract price?—A. At 6½ cents, it amounted to \$195,000, I think.

Q. At that same time, did you make an order for between two and three million pounds of flour, at 3½ cents?—A. Yes, sir, in the same letter.

Q. How much would that amount to, at 3½ cents?—A. It amounts, I think, to \$105,000.

Q. Was the amount then of this extension of beef and flour the same as the annuity goods, to which you paid special attention?—A. The amount of the annuity goods, I think, was much larger.

Q. You made a contract on the 17th with J. A. Morrow, did you not?—A. Yes, sir.

Q. How long was the original advertisement for that contract?—A. I think it was dated August 26, and published in the papers here, August 29. The bids were to be opened September 5, which would make nine days.

Q. That would be nine days for the papers in the city of Washington; how long would it be for Chicago, where the advertisement was published, as I understand, allowing time for the bids to reach here by mail, under the advertisement?—A. It would not give more than three days in Chicago?

Q. What was the necessity for so short time of advertisement? Why was the advertisement not inserted at an earlier period, so to give bidders more than three days to make up their minds?—A. There is no reason why it should not have been inserted at an earlier date, except that my personal attention was directed to something else, and this did not receive either my attention or the attention of the office as early as it should. If it had been inserted earlier, we should have had a longer time for notice.

Q. By whose order was that advertisement extended?—A. By the order of Secretary Cox.

Q. On whose application?—A. I do not know.

Q. Under that contract the price of beef was \$3 88?—A. Yes, sir.

Q. The first time there was an opportunity by advertisement for bids, the price that the Department paid was reduced to one-half?—A. Very nearly.

Q. You say that the agents were required to receive at once the cattle that by contract with Bosler were to be delivered from the 15th of July until the 1st of September, for reasons which you have given? Did not the change made by you requiring the cattle to be received at once devolve upon the Government the expense of herding, and the risk of the cattle straying, and of impoverishment for want of proper food?—A. I did not regard it so at the time, and do not know that such was the fact. There has been no such representation, except from one agency, where it is reported that extra expense was incurred by reason of the accumulation of cattle.

Q. Was not the Government compelled to employ herders in any event at every agency?—A. I do not think they should have been employed. They were, as I said, at one agency, and it may have been at others. We regarded it in this light: we had in the employ of the agency men enough who would make as good herders as we wanted.

Q. Was the Indian commission consulted as to the prices paid under the Morrow contract?—A. No, sir.

Q. Were they instructed to inspect goods, and supervise the expenditure of money under the contract with Bosler, or were they consulted?—No, sir.

Q. Were they in any case desired to inspect goods?—A. No, sir.

Q. In one of the vouchers from the Second Auditor's department I see that a person is paid for inspecting bacon at Chicago. Do you remember the circumstances?—A. Yes, sir.

Q. Was it inspected by one of the Indian commission?—A. No, sir.

Q. Why, when the law gave authority to the Indian commission to inspect goods purchased for the Indian service, did you pay other parties to make such inspection?—A. There was but one of the commission who resided in Chicago. I suppose I might have called on him. I did not. The person who inspected this bacon was a man employed by the board of trade of the city of Chicago, a man recommended to me through Colonel McTeely, Commissary of Subsistence United States Army, as one who was perfectly familiar with the article of bacon. I spent but a day or two in Chicago, during which time I did not meet Mr. Farwell, and I permitted this man to make the inspection.

Q. What is the cost, ordinarily, per hundred-weight of transportation from Chicago to Sioux City?—A. From Chicago to Sioux City, I think it is about \$1 50 per hundred-weight, or in that neighborhood, by railroad.

Q. I have in my hand a contract furnished me by the Quartermaster's Department, showing that for 1870 they contracted with George K. Hazlett to transport goods from Chicago to Whetstone agency at \$1 45 per hundred-weight. I find by your contract which you made with the transportation company that they were to transport goods from Sioux City to the Whetstone agency at \$3 25 per hundred. Now, if the cost of transportation from Chicago to Sioux City is \$1 50 per hundred pounds, how came you to pay so large a price during the same months between Sioux City and Whetstone?—A. I do not know anything about this quartermaster's contract at all which you refer me to, and hence I cannot answer the question intelligently as to why I had to pay so much more.

Q. Are the Cheyenne and the Big Cheyenne agency the same agency?—A. I suppose they are the same thing.

Q. The same quartermaster's contract includes transportation from Chicago to the Cheyenne agency at \$4 20 per hundred-weight for September and October; your contract from Sioux City to the same place is \$5 25 per hundred pounds; can you explain the difference?—A. I cannot explain the difference. I can say this, if you will allow me: In May and June, 1869, the Indian goods which left New York City were transported to the different points on the Missouri River, and I will give you some of the prices. From New York to Yankton it was \$7 22 per hundred; to Fort Rice and points above Grand River, the price was \$8 72. Now, this year I transported from New York to Sioux City by railroad, for first-class freight, at \$2 55 per hundred, and for second, third, and fourth class, at a lower rate. From Sioux City to Yankton the price was \$2 25, which would bring it to \$4 80 from New York to Yankton, against \$7 72 for last year; while from Grand River the price was \$6 25 to Sioux City, which would make it from New York \$8 80, or 8 cents higher than last year.

Q. The contract I ask your attention to was for transportation from Chicago to the different agencies; I do not refer to the prices from New York.—A. I understand that. I know nothing about these rates of the Quartermaster's Department.

Q. I have here a contract made between the Quartermaster's Department and Hiram K. Hazlett to furnish all transportation required by the United States for posts and Indian agencies between St. Louis, Sioux City, and other points on the river to Whetstone, Big Cheyenne, and Grand River agencies, and under that contract, for September, 1870, to the Grand River agencies from Sioux City, the price is put down at \$2 20 per hundred pounds, while I find that under your contract, made with the transportation company, you paid \$6 25 for transporting from Sioux City.—A. I know nothing about the quartermaster's arrangements.

Q. Was this contract with the transportation company made without any advertisement?—A. Yes.

Q. Did you have any talk with H. K. Hazlett about the cost of transportation?—A. No, sir. I did not know H. K. Hazlett at all. I had never heard of him.

Q. Did you consult any of the Indian commission as to the price which should have been paid for transportation?—A. No, sir.

By Mr. BECK:

Q. Can you tell us the amount of money which you paid Bosler under the contract of June 17, 1870, and at what time and how the vouchers were made out?—A. I could not answer that question fully without consulting the records of the office. I could give you the aggregates, but I could not state at what time the vouchers came in or in what sums, from memory or from any memorandum I have here. I can furnish these facts from the office.

Q. State the amount paid under the extension of August 10 and the amount paid under the contract of September 26.—A. I will supply all that from the office.

Q. State also the amount paid under the contract of September 17, with Morrow, and the amount paid the transportation company under your contract of September 26.—A. I will also furnish that information.

Q. The agreement in the contract with Bosler, of June 13, 1870, provides that in consideration of the faithful performance of that agreement upon the part of the contrac-

tor, he is to be paid, at the office of the Commissioner of Indian Affairs, in Washington, D. C., on presentation of receipts from the respective agents, the prices agreed upon. Was it usual to make payments to contractors upon the receipts of Indian agents at the Indian Office?—A. Yes, sir; upon the statement of the Indian agents that they had received the Indian goods in the amount specified.

Q. That was the only voucher which was required upon which to make payments upon contracts at the Indian Office?—A. Yes, sir. For instance, if we buy goods in New York City and Philadelphia, we would require the merchants to furnish invoices and bills of lading of the transportation company, showing that the goods had been started; then we require the agent to certify that he has received them according to invoice, which has been previously forwarded, and upon that receipt we make payment to the contractor.

Q. Requiring no other voucher than the receipt of the agent that he has got that much?—A. Yes.

Q. And that has been the custom of all other contracts as well as this?—A. Yes, sir; it is a settled custom of the office.

Q. So that the Treasury officials have no other vouchers from your office except the receipt of your agent for so much delivered?—A. That is all.

Q. Where was this contract of the 17th of June entered into?—A. In Washington City.

Q. What was the exigency that required a contract of that magnitude?—A. The Sioux, of Missouri, in June, 1870, had five agencies along the Missouri River, covering a distance up and down the river of, I suppose, between six and eight hundred miles; they had recently come into these agencies, and located under the stipulation that they should be subsisted there, according to their treaty with the peace commissioners. In the appropriation bill for the fiscal year ending June 30, 1870, was the appropriation of two millions in bulk for the use of the Indians generally. After the passage of that appropriation bill, an arrangement was made with the Commissary Department of the Army to subsist the Indians wherever it was necessary, to be paid out of that two million fund. These Sioux Indians, while they were not really friendly, were not absolutely hostile. The appropriation bill was hanging here in Congress. On the 15th of June, two weeks before the arrangement with the Commissary Department was to terminate, we saw before us very serious difficulties. If the office took no action at all for continuing the supplies after the commissary's had ceased, we feared that the Indians would either leave the agencies or subsist themselves by depredating upon what they could find about them. We did not want them to leave the agencies or enter into any kind of depredations. My idea was that if we could subsist them for three months, we could in the ordinary routine of the business of the office be able to make regular arrangements for subsisting them after that time; and in making this contract of the 17th of June, my intention was to cover the exigency which then seemed to arise for subsistence for about three months from the first of July.

Q. How had you been receiving supplies at this agency up to this time?—A. From the Commissary Department of the Army.

Q. I see a telegram from Sioux City, dated June 22, 1870, as follows: "I have enough cattle on hand to last three months. Will the Commissary Department furnish the other supplies? Your answer to this will guide me in closing up my papers with that department.—D. C. Pool, Captain U. S. A." Where did he get those cattle from and when?—A. All I know about it is from that telegram and from a letter subsequently written, stating that he received them from the contractor of the Commissary Department—the contractor who had been furnishing them the supplies they issued to the Indians.

Q. Who was the commissary contractor?—A. His name, I have learned, is Fenlon.

Q. What price was the War Department paying that commissary contractor at that time?—A. 4.44.

Q. To be delivered at the agencies?—A. Yes, sir.

Q. Why did you pay 6½ cents when these commissary contractors were furnishing it at these agencies at 4.44?—A. No such offer was made to me. I got the impression from my daily intercourse with these people, that they did not want to supply any more at that rate; that they had lost money under their arrangement with the Commissary Department, and I had the impression that they would not do it.

Q. Did you make any effort to ascertain whether or not you could have continued to have received supplies during this contingency that occurred at 4.44 or at the rates at which the Commissary Department had been supplied?—A. I talked with the Commissary General about it.

Q. Who was he?—A. General Eaton. I had frequent conversations with him.

Q. What was his report upon the subject?—A. I can only give my impression of it: that he did not care to continue the arrangements unless I had money to pay for the subsistence. His arrangement with these contractors was to terminate on the 1st of July or the last of June, and it became absolutely necessary for him to know whether

he was to continue the arrangement after that time, as he would be required to enter into new contracts to supply himself.

Q. Did you put yourself in communication with one of these contractors from whom the Commissary Department had received their supplies, for the purpose of ascertaining whether you could continue to receive them at the same rates?—A. I did not; I did not know who they were.

Q. Could not General Eaton have informed you?—A. He could have informed me. I did not ask him.

Q. He did not tell you the rates at which he was receiving these supplies?—A. He did give me some of the rates, and perhaps all, for my information.

Q. Do you remember the rate at which other supplies than beef were furnished to the Commissary Department?—A. I could not give you a single price.

Q. Were they not much lower than you contracted for with Bosler?—A. I have no recollection; I may have seen the rates once.

Q. General Eaton would not hesitate to give you any information you desired as to prices they were paying if you had asked him?—A. No, sir; and I do not say but what he did give me the prices at some time during the year at which he was supplying us with everything.

Q. How long before you made this contract of the 17th of June with Bosler had you known the fact to exist that the Commissary Department would not furnish these supplies beyond the 1st of July?—A. I did not know certainly that they would not. I knew merely the fact that the arrangement would terminate at that time.

Q. You had known that for many days?—A. The arrangement was entered into July 1, 1869, and was to continue for the year; I had known it, therefore, for the year previous.

Q. You were not compelled, then, to make these special purchases by any particular emergency which arose unexpectedly at that time?—A. No, sir; we were waiting upon the Indian appropriation bill, and as the 1st of July approached, the greater was the exigency, in point of time.

Q. Under your contract with Bosler, he had a right to come into the Indian Office and demand his pay upon the receipt of your agents, without regard to the appropriation bill; he took no risk upon that?—A. There was nothing mentioned in the contract on that subject.

Q. He had an absolute right upon his bill, as against the Government, to demand payment upon these receipts from the agents?—A. So far as the papers were concerned, that was so.

Q. Did not the advancement of the time at which he had to deliver these cattle to all at once, instead of the various periods named in the contract, expedite the right to demand his money from the Government at an earlier day than his contract contemplated?—A. I presume it did.

Q. It enabled him to deliver his cattle and get receipt immediately?—A. Yes, sir.

Q. Whom did you send your instructions to the agents by to change the contract and receive the cattle all at once?—A. I sent them by Bosler himself. He was then at Sioux City. The mails were very irregular from Sioux City up the river. He was going right up, and I sent the instructions to the agents by him as the quickest way of reaching there.

Q. Mr. Pool had before that time advised you that he had cattle enough on hand to last three months?—A. Yes.

Q. And he was one of the agents who was required to receive in advance on this contract?—A. He was.

Q. Was not the effect of that change to relieve Bosler from risking the loss of his cattle by death, by stampeding, by impoverishment, or in any other way, taking that responsibility upon the Government itself, and enabling him to draw his money at a much earlier day than a strict compliance with his contract would have done?—A. That would be the effect.

Q. When the 10th of August came, you wrote him this letter, which is in the record, extending the contract at the same rates?—A. Such is the fact.

Q. State what exigency existed then for continuing these prices?—A. Nothing had transpired, so far as I was concerned, to change my opinion as to the value of beef up there.

Q. How did you get your information that beef was worth six and a half cents when Commissary General Eaton had informed you that it was furnished them at 4.44?—A. I got my information from daily intercourse with dealers in cattle, contractors, and business men up there, that 4.44 was too low a price; that I could not get it at that at all, and that consequently I had to pay more.

Q. Had you written communications to that effect from any one; and if so, from whom?—A. No, sir; it was conversation in my daily intercourse with men who came into my office, and who had such information.

Q. Conversation with men who were themselves wanting a contract?—A. Many of

them; or at least I do not know whether they wanted contracts. They were men in the business in the West.

Q. The fact was developed, was it not, in September, that you could buy them delivered at 3.88?—A. Yes.

Q. Up to the time you made your contract and the extension of it in August, had you informed yourself by advertisement or by calling for information from any one as to the prices of these goods?—A. I had published no advertisement, but I had not ceased picking up information from those I thought informed in the matter through verbal communication. I made no official communication to any one on the subject.

Q. Did not previous usage and did not law require all contracts of that character to be made after public advertisement?—A. There is a law on that subject.

Q. Of which you were aware?—A. Yes, sir.

Q. That law required advertisement for the lowest bidder?—A. Yes.

Q. Had you been in negotiation with Bosler for any length of time before June 17, relative to this contract?—A. Probably a week before.

Q. I see that your contract in September is signed by Mr. Cady, as acting Commissioner of Indian Affairs; I refer to the Morrow contract. Was that contract made in Washington?—A. It was made in Washington.

Q. Were you here at the time or absent?—A. I was absent.

Q. Where?—A. I was in New York at the time.

Q. Had you accepted the bid and made the contract before you went away, or did you leave it with Mr. Cady to make?—A. I left it with Mr. Cady. The bid that was accepted before I went away was one made, I think, by a Mr. Gibbs, of St. Louis. He was notified of it, and after two days I think he replied to the office that he declined to enter into a contract. In the meantime I had gone over to New York. The declination, which came after I left, was telegraphed by Mr. Cady to me. I responded to let it to the next lowest bidder, which was Mr. Morrow. As I understand, Mr. Morrow lived at Omaha, and he was telegraphed to. I give this as my impression.

Q. Was Bosler connected with that contract?—A. I understand that he is now. Whether he was then or not I do not know, because Bosler himself was a bidder. What combinations they had among the different bidders, I have no knowledge.

Q. This contract with the transportation company was for goods purchased in New York, was it not?—A. Yes, for goods purchased in New York, and for bacon purchased in Chicago, under the contract of the 26th of September.

Q. You had nothing to do with transportation of goods under the contract of June 17, or the extension of August 10?—A. No, sir; the contract for transportation included sugar, coffee, and articles of that kind, as well as bacon and the goods mentioned.

Q. State what Indians were paid by Mr. Williamson, what his instructions were, and what sums of money were paid into his hands, and when?—A. I can only give you a very general answer to that. The Creeks were paid by Mr. Williamson the sum of \$100,000. This was paid out of what was called the Loyal Creek fund, arising out of their treaty of 1866, for losses sustained by the loyal Creeks, freedmen and refugees, in consequence of the war. It was appropriated under this bill of last July. A list had been made of the parties who were entitled to compensation, with the amount in each case, and Mr. Williamson's instructions were to take this roll and pay the Creeks named in the list, in accordance with it; not to pay to any attorney, but to put the entire amount which each Indian was entitled to into his own hands. The Quapaws, also, received about \$90,000 for losses sustained by them during the war. They were paid also by Mr. Williamson, and his general instructions were to the same effect—that he was to pay the money into the hands of the Indians, and not into the hands of any attorney, claim agent, or other person. He was also furnished with a list of the claimants, and the amount due to each. The persons were to be identified satisfactorily to him, and he was to pay in the same way. So far as the Pottawatomies were concerned, the facts were about these: a portion of that tribe had become naturalized citizens, and their invested funds were sold, they receiving the proceeds, each his *pro rata* share of the invested funds of the tribe. A portion of the tribe did not become citizens, but still retained their tribal organization. The portion who became citizens were entitled, as I have said, to their *pro rata* of the fund. The entire amount given to them, as I recollect, was about \$560,000, and this Mr. Williamson paid. He was also, in this instance, furnished with a list of the persons to whom the money was to be paid, and the amounts.

Q. These payments were made, then, to the Creeks, Quapaws, and Pottawatomies.—A. Yes, to the Pottawatomies of Kansas. I notice that Mr. Williamson, in his report, says he paid about a million. The sums I have given do not amount to that much, and it is very possible I have not given some of them accurately.

Q. Was there any recognized person or agent who had contracts with these people, or liens upon these payments, in any shape or form, which could properly be recognized in making the payments?—A. Not, to my knowledge, a single person.

Q. Was there any list of persons in connection with these payments to the Creeks,

Quapaws, or Pottawatomies, entitled to liens or deductions from payments made by Mr. Williamson known to you?—No, sir.

Q. Could it have been rightfully furnished to anybody without their authority?—A. No, sir.

Q. And you swear that none was furnished?—A. Not to my knowledge. If application had been made to me I should, as a matter of course, have refused it.

Q. And if any person had such lists in advance, containing the names of the persons and the amounts, it could not have been furnished by authority from your office?—A. No, sir, I think not.

Q. Did the Indian Office recognize in any way the right of agents or counsel, or other persons who pretended to represent the Indians, to have any claim upon that fund for any services they had rendered, or professed to have rendered?—Not to my knowledge.

Q. The Indian Department did not recognize any claim of that kind.—A. No, sir.

Q. How were the other Indians paid?—A. These were the only payments made by Mr. Williamson. The other Indian tribes of the country entitled to annuities are, as a general rule, paid by their local agents.

Q. Is the money sent from the Indian Department to the local agents?—A. It is sent from the Treasury Department.

Q. It does not go into your hands at all?—A. It does not go into the Indian Office at all; and in the case of Mr. Williamson it did not come into the Indian Office at all. We draw requisitions, and the Treasury pays the money into the hands of the person in whose favor the requisition is drawn.

Q. Take, for instance, the Choctaws and Chickasaws under the treaty of 1868, how is that money paid?—A. It is paid through the local agents of the Choctaws and Chickasaws.

Q. The money is sent direct from the Treasury to the local agent, and paid over by him?—A. Yes; paid either *per capita* or to the treasury of the nation, as the case may be.

Q. The Indian agents are under your control?—A. Yes, sir; they are appointed officers.

Q. Have any of them any authority from you to employ attorneys or agents, and give any liens or claims upon the funds going to such tribes as the Choctaws or Chickasaws for any services they may have rendered?—A. No, sir.

Q. Do the papers in your office show that large sums were taken both from the Chickasaws and Choctaws by persons who claimed it as their right?—A. No, sir; the only papers in the office of that character relate to the two, and refer to a large amount being taken from this payment that Mr. Williamson made. The Chickasaws and Choctaws are paid by the local agent, and there are no papers that I am aware of in reference to any of their funds being depredated on by claimants or attorneys.

Q. Where would these papers be, if any such were in existence?—A. I cannot tell unless they would be in the Indian Office. They would necessarily come there, if complaints were made.

By Mr. CHIPMAN:

Q. I ask you whether, at the time you made your contract of June 17, 1870, with Bosler, you believed from the information in your possession that there was imminent necessity for a contract of that character?—A. That was my belief.

Q. Did you act upon that belief and upon the information you had in your possession at that time?—A. I did.

Q. Did the matter come up in your mind as to whether the term "goods," used in the appropriation act approved July 15, 1870, embraced the matter of supplies generally, and, if so, what interpretation did you give to the statute?—A. I have never had but one impression until recently on this subject, which was that the term "goods" generally used in the appropriation act did not embrace what we call subsistence or provisions.

Q. Do not the laws distinguish between the two, and in this same appropriation act do not these two items appear separately?—A. They appear separately as a general thing, and I suppose there is where I got my impression.

Q. Did you feel that it was your official duty to consult the board of commissioners in regard to this matter of provisions or subsistence, and did the question come up in your mind as to whether it was your duty to consult them?—A. I did not regard it as my duty to consult them.

Q. Was that the reason you did not consult them?—A. That was the only reason. There were members of the board here during the month of June, and probably some portions of the month of May. We had conversations in the office in reference to the condition of Indian affairs, and the necessity of furnishing supplies to these particular Sioux. Red Cloud, with his delegation; Spotted Tail, with his; and another chief of another tribe up the Missouri, whose name I do not remember, were also here. Members of the commission were here, and, in my judgment and belief, the necessity was fully recognized by them of keeping these Indians supplied.

Q. As to that point, had you any doubt of your duty to act in the manner you did?—
A. I thought it was my duty to act, and I do not know of any impression given me of any other opinion on the subject. I think Mr. Brandt was as anxious as I was that these Indians should continue to be supplied.

Q. Did any member of the board suggest to you that they should have the supervision of the purchase of these supplies?—A. I do not recollect that anything was ever said to me on the subject by any member of the board.

Q. When you made a contract with Bosler, I believe you have explained that it was your wish that the cattle should be delivered all at one time, if possible?—A. That was my intention from the beginning.

Q. And the extension to different times of delivery was to suit him in case he was unable to purchase the cattle all at one time?—A. It was to suit him in case he could not get all the cattle at first.

Q. Then, in furnishing the cattle at one time he practically complied with your original intention?—A. He did.

Q. Mention is made here of a correspondence between yourself and the Commissary General of the Army, of May 27 and June 1, in reference to what other supplies might be on hand. Was it contemplated at that time that there would be any large surplus, or what was understood with regard to the surplus remaining over on the 30th of June?—
A. I did not get the impression at the time that they wanted to deliver over to the Indian Department any large amount of supplies, but that there would necessarily be what in common phrase would be called "the tag ends" in closing a contract, which they wanted us to take. The idea was that it would be suitable to our use, but would be worthless to them if left on their hands.

Q. In point of fact were there large quantities of cattle or stores remaining over?—
A. Not to my knowledge, except at Whetstone.

Q. Was the number of cattle received by Mr. Poole under instructions given by you, or was it not an independent matter of which you had no knowledge?—A. My impression is that it was an independent matter. When I wrote this letter of June 1, it was my intention to indicate to General Eaton that we would take whatever was intended for us on the 1st of July, and which might be left on his hands, and which, from any circumstance, might not have been received by the agents, but the idea was not that we should take any large quantity.

Q. These were the supplies in the hands of the commissaries at different points?—
A. In the hands of the different agents of the Commissary Department, which they had at their different storehouses, as I understand.

Q. But the cattle received by the agent at Whetstone were received directly from the contractor?—A. That is my understanding.

Q. Had you any previous acquaintance with Bosler prior to this contract made in June, 1870?—A. I may say that I hardly had any at all. I had seen him two or three times before this contract was entered into, or perhaps three or four times altogether.

Q. Had you any information as to his responsibility or reliability for complying with any contract he might undertake?—A. I did inquire as to his responsibility from parties whom I supposed would know respecting his capacity to execute or fill any contract he might enter into, and my information was that he was a good contractor, perfectly responsible and reliable.

Q. About the extension of the 10th of August, what, in your mind, was the controlling reason for making this extension; what were the necessities at that time which required it?—A. The main reason I had in my mind was simply to prevent the agencies from running short of supplies for the Indians on the Missouri River. I looked at it in this way: The beef supply, under the arrangement of June 17, was becoming exhausted, and before I could advertise, contract, and get beef under the contract, the agencies would probably be entirely out of supplies, and the Indians would have left the agencies, which I wished to avoid if possible. That was my reason for ordering the extension.

Q. What was the reason in your mind for not calling on the board of commissioners to inspect these provisions, as you did call upon them in regard to the goods?—A. I had no doubt in my mind, after the passage of the act of July 15, that they were directed by the law of Congress to inspect goods purchased, and I called upon them with that view; but I did not understand that the same requirements extended in reference to supplies. It would be often very inconvenient to bring them up to inspect every purchase and supervise every expenditure made under the extension.

Q. Had you any knowledge that Bosler had any interest in the Morrow contract of September 26, at the time it was made?—A. No, sir.

Q. State whether you had any interest, direct or indirect, in any contract made with these parties, which is now before this committee for examination?—A. No, sir; I did not.

Q. Was your conduct in the matter, or not, based upon your best judgment, as an officer of the Government in charge of the Bureau of Indian Affairs?—A. It was based

upon my best judgment. I thought, at the time, I was doing the best I could under the circumstances surrounding the case.

Q. Had you any reason to favor Bosler in any particular?—A. None at all.

Q. Did you ever favor him purposely?—A. No, sir.

Q. The contracts spoken of were made with a view to the best interests of the service, as far as you could judge, at that time?—A. That was my idea.

Q. Explain with regard to the question of transportation. The contract was dated September 26, yet some of the goods were forwarded, agreeably to your understanding, prior to that time. Did you complete, so far as you regarded it, your contract with Mr. Woolworth prior to his receiving any goods for transportation?—A. We had a full talk prior to his receiving any goods at all, as to all matters connected with the transportation of Indian goods. He did give me a general idea of what they would do it for, with the exception, it may be, of one or two points high up the river. They did not want to take the Berthold goods, which they subsequently did take. He said they would not go up with a boat with less than 150 or 200 tons, or something of that kind. There were two or three minor points like these which had not been settled when he went West, but I said to him that there must be no delay in forwarding the goods. That when they reached Sioux City, if there was a boat there, they must be forwarded at once, and for him to execute the contract as soon as he could and send it back to me and I would execute it on my part.

Q. Did you inform yourself with regard to the responsibility of this transportation company to carry out a contract of that kind?—A. I did inform myself as far as I could, and satisfied myself in my own mind that they were the only parties on that river that could do the transportation I wanted, without being subjected to inconvenient delays.

Q. State whether they owned the largest number of boats on the river?—A. I am told they owned the largest number.

Q. Had you reason to extend peculiar facilities to them. Had you any interest in their contract?—A. Not at all. The only interest I had was to get the Indian goods delivered to their respective destinations at the earliest possible day. We had promised Red Cloud and Spotted Tail that their goods should be delivered to them long before they reached there, and there was a good deal of dissatisfaction in consequence of their not being there earlier. I think I did the best I could to get them up at the earliest moment, and I took every precaution.

Q. In regard to advertising for bacon and beef, in August, did you purposely defer that advertisement in order to give Bosler an extension of his June 17 contract?—A. No, sir; it never entered my mind.

Q. Had you any correspondence with Bosler in regard to the June 17 contract whatever, in which you gave him to understand that you intended to give him an extension?—A. No, sir; I had no communication whatever with him to that import.

Q. State whether or not the first knowledge he had of your intention to give him an extension was your letter of August 10th?—A. I suppose that is the first intimation he had. I did not indicate to any one my intention to do anything of the kind. I found that it became absolutely necessary to extend his contract, or make a new one with somebody else, instead of waiting for a contract under an advertisement.

Q. What delays were usual under an advertisement, and what are the benefits of an immediate supply in an emergency?—A. The ordinary time for advertising, when there is no hurry, is about thirty days. After the proposals are received, the probabilities are that it will take from one to two or three days to canvass the bids. It depends, of course, very much upon the number of bidders, and upon the parties proposed to become sureties. In case the award is made to a successful bidder, it frequently happens that the successful party resides at a distance, and must be written or telegraphed to come on here and enter into the contract, if the letting is here in Washington. He must be prepared with sureties to go upon his bond, and the party, after coming from a distance, finds it necessary to return and obtain his bondsmen, so that sometimes a delay of ten days or two weeks occurs before the contract is finally executed, after the award is made. Then the party goes to work for the first time to make his preparations to execute the contract, getting together his materials in the shape of supplies, so that a considerable further time must elapse before he can commence delivering under it. We have had these experiences in the office, and I know the delays which are incident to them.

Q. Then, to meet an emergency, your office has never regarded it safe to wait for contracts by advertisement?—A. We could not do it very well. When an emergency occurs, we must take all the precaution we can to inquire into the responsibility and ability of the party to execute what he proposes to do, see that the price named is a reasonable one, and make the best contract we can.

Q. In making a contract of that character, do you, or not, consider it reasonable to give the party a greater compensation than he might otherwise obtain?—A. It is generally regarded so.

Q. Did Bosler understand, at the time his contract was made, that he was to take the risk of an appropriation.—A. He understood that perfectly well.

Q. Do you remember when your attention was first drawn to the matter of advertising for beef and bacon?—A. No, sir. I suppose it had been on my mind at different times after the passage of the appropriation bill as well as before, but I could not get to work preparing the thing until probably a week before the 26th. I was in New York, and the matter was overlooked in the office.

Q. I find here in the correspondence, printed, a letter of Mr. Cady, acting commissioner, to the Secretary of the Interior, dated August 13th, stating that the office was about to advertise for proposals for subsisting the Indians. Do you remember whether you were here in Washington, yourself, previous to that?—A. I was in New York. I came here on the night of August 9th, and was here the 10th and 11th. I think I left for New York the night of the 11th.

Q. And while you were here in town you extended the Bosler contract?—A. Yes, sir; and at the same time I probably suggested to Mr. Cady that the preliminary steps be taken toward advertising, under the law, for beef and bacon, providing it had not been done. I have no recollection of that, but that is what I naturally would have done. I have no memorandum on the subject.

Q. In your administration of the office have you, or not, had frequent consultations with your superior officer, the Secretary of the Interior?—A. I had daily conference with him upon every subject relating to Indian affairs.

Q. State whether there was any concealment, upon your part, about what you were doing in regard to supplying these Indians, or whether the Secretary was informed upon the subject?—A. There was no concealment upon my part. My communications were open and free with the Secretary. I wish to say here, as a matter of explanation, that a great deal of the business of the Indian Office, and of the administration of the office, is carried on by verbal conversation with the Secretary of the Interior, of which no memorandum or record is kept. As a matter of course they result in an order or instructions or directions in writing from the Indian Office, and nothing appears on record showing the consultations taken between the Secretary and the Commissioner on the subject.

Q. That is, you take your portfolio and talk with the Secretary verbally about it?—A. Yes, Sir.

Q. Explain whether you talked with him in regard to supplying the Indians as provided for in this contract of June 17?—A. I had frequently talks with him in reference to entering into this contract of June 17. He was aware of the whole of it.

Q. Do you remember whether you consulted with him when you came over from New York?—A. He telegraphed me to come over August 9, the day before the extension.

Q. Do you remember whether you talked over matters relating to the supplies of Indians at that time?—I do not recollect particularly whether we did or not. I know I was in the habit of mentioning all these things, which I considered necessary to be done.

Q. Had you any reason to conceal from him any facts in relation to it?—A. None at all.

By Mr. WELSH:

Q. Are you aware how much beef was furnished under the three million contract of August 10?—A. No, sir.

Q. Will you please furnish the committee with the amount furnished under that contract?—A. I will do so.

Q. From whom did you buy groceries for the autumn supplies?—A. They were purchased from Green & Whittles, New York.

Q. Will you furnish the committee with the rates and quantities?—A. Yes.

Q. Were they public or private purchases?—A. Private; that is, without advertisement.

Q. On the extension of your advertisement in New York for dry goods did you have the approval of the Indian commissioners?—A. I was not aware that an extension of the advertisement was made.

Q. I refer to the change in the form of the advertisement and extension, and I ask you whether the commission did not request you to extend the time, and you yielded to their request?—A. They may have done so. I have no recollection. I know I complied as far as I could with everything they wished in the matter.

Q. Do you know any other parties in interest, directly or indirectly, in either Bosler's purchases or contracts other than those whose names appear?—A. I do not.

By Mr. CHIPMAN:

Q. Explain about the purchase of the Osage presents in New York City after the commissioners had left there, at the time they made their purchases of the annuity goods, how you came to do it, and what the purchases were.—A. On the 15th of July last, Congress passed an act for the removal of the Osages from their lands in Kansas

to the Indian Territory, and required the assent of the Indians to the provisions of the bill. It was on consultation with Secretary Cox that we thought proper, when the Indians were convened for the purpose of acting upon the matter, that we should furnish them subsistence while attending the council, and give them a small amount of presents in the shape of goods, and after the council had closed have these goods distributed. Presents given to Indians who have been convened in council are generally intended for the chiefs and headmen, and are intended to be of little better quality than those ordinarily supplied, and I gave an order in New York, amounting, I think it probable, to about ten thousand dollars, for a variety of dry goods to be distributed among these Indians after the council should have closed their business, for the chiefs and headmen to take home to their families. They consisted of blankets, calicoes, sheetings, and really I do not remember every article I purchased. I have not examined the invoices. I know there were some blankets which, as I understand since, were not acceptable to the members of the Indian commission. I have heard that indirectly from the evidence of Mr. Colyer on the subject. I gave an order to Buckley, Welling & Co., a house in New York dealing largely in Indian goods, for the goods which I proposed to send out to the Osages. I think I gave the order to them for nearly everything.

Q. It was stated by Mr. Colyer in his testimony, that the same blankets which had been offered to that commission while there at \$6 80, were invoiced at \$8. They were scarlet blankets. What have you to say to that?—A. I have not looked at the bills to see whether the statement is true or not. I presume it is. I did not get the blankets of Amadon, Lane & Co., where they saw them, but of Buckley, Welling & Co., though the latter house may have obtained them from Amadon, Lane & Co., for anything I may know.

Q. When they made their offer at \$6 80, how many were to be supplied?—A. My impression is they were to supply something like five thousand pair of scarlet, some four thousand indigo, and a like number of white.

Q. How many in fact were purchased for these presents to the Osages?—A. I think two hundred pair of scarlet.

Q. Would there be any difference in the price of 200 pair and several thousand pair, at the same purchase; and if so, to what extent?—A. I have noticed that bidders, as a general rule, have made a difference where they supply a large quantity. Where the supply was small they would be of very nearly what are termed the market-ruling rates, about manufacturer's prices. Where a large number of blankets were ordered they could generally be obtained at a less price of the merchants than the manufacturers.

Q. Did you buy at the lowest ruling rates at that time?—A. I did.

Q. Did the Secretary know about these purchases that were to be made?—A. Yes, sir; he had ordered it.

Q. Had you any motives in making these purchases of any particular persons, any favorites to whom you wish to extend benefits?—A. Nothing of the kind entered my mind.

Q. Did or not the commission know that these purchases were to be made?—A. I am not positive. My impression is that I mentioned the fact that presents would be sent to the Osages; but they may have got the impression that the Osage goods were included in the aggregates put down in the advertisement.

Q. The presents were a separate matter?—A. They were a separate matter. The advertisement quantities were made up from the amounts to which each tribe was entitled in their annual presents.

By Mr. SARGENT:

Q. Did not Mr. Brunot, a member of the Indian commission, as early as June 3, 1870, call your attention to the willingness of the commission to act under the law, which provided that they should exercise joint control with the Secretary of the Interior over the disbursements of appropriations made by the appropriation act of that year, or any part thereof, as the President might designate; did not the commission call your attention to their willingness to act, by letter?—A. Yes, sir.

Q. How soon after that did you reply to that letter?—A. Not until after the passage of the appropriation bill.

Q. The provision I refer to, in regard to the commission, is in a previous appropriation bill.—A. I understand that.

Q. Do I understand you to say you think the words "Indian goods" do not include flour, bacon, tobacco, coffee, and sugar?—A. My impression is that, in a reading of the law, goods are made a separate item.

Q. Where the law of 1869 provided that they should exercise joint control over the disbursements of appropriations made by that act, did not that, in your judgment, include expenditures for cattle, flour, tobacco, and coffee?—A. Very likely it did, but the execution of that law absolutely, with such a construction, would be utterly im-

possible, for they would have to come to the Indian Office and supervise every disbursement made under the Indian bill.

Q. Would it be impracticable in respect to the disbursement of large sums?—A. No; but if you were to carry out that construction literally, it would be impracticable.

Q. Could it not be carried out substantially where immense contracts were made, like these you have been speaking of this evening?—A. Yes, sir.

Q. By the act of 1869 it is provided that \$25,000, or as much as may be necessary, is appropriated for the transportation, subsistence, and clerk-hire of said commissioners while engaged in that service; is your construction that that amount was provided for transportation and subsistence in buying a few dry goods in New York or elsewhere?—A. No, sir.

Q. You speak of the practice of giving contractors more for goods or service, whenever an emergency arises. Would not an emergency be constantly created, if the disbursements were not made and contracts provided for, until the goods on hand were about exhausted, and the Government be compelled to pay higher prices?—A. I presume it would arise if such a practice was adopted. It was not my intention to adopt any practice of that kind.

Q. You spoke of this transportation company having more steamers than any other on the Missouri; do you know how many Haslett & Co., who executed the contract of the Quartermaster's Department, had?—A. No, sir; I never heard of Haslett & Co.

Q. Do you not know that Haslett & Co. are the same company, with the transportation company with which you contracted, and are running the same steamers?—A. No, sir; I never heard of the name before.

Q. As there is so much difference between the prices paid by the Quartermaster's Department and the rates paid by yourself, in making further arrangements of that character would it strike you as judicious that an advertisement should precede a contract?—A. Certainly. If the committee will allow me I wish to say that at no time have I pretended to be an expert in regard to the management of Indian affairs. I entered the office of the Indian Bureau with the duties perfectly new to me, and it may be very probable that mistakes have been made. In looking back I can see many things which I would change.

Q. Where the law expressly requires you to advertise before making contracts, would it require the knowledge of an expert to understand your duty in that respect?—A. Do you refer to the June 17 contract, or to any particular contract?

Q. All of them are required to be advertised by law.—A. I followed the custom and practice that had grown up in the Department, in case of an exigency to purchase in open market.

Q. The law I have referred to expressly gave to the board of commissioners joint control with the Secretary of the Interior over the expenditure of the moneys appropriated for Indian purposes; were you to execute the law, or determine yourself whether it was expedient that it should be executed?—A. I was in consultation with the Secretary of the Interior, who was one of the gentlemen authorized and mentioned in the law.

Q. Do I understand you that Mr. Cox, Secretary of the Interior, advised that the board of Indian commissioners should not be consulted or have an opportunity to inspect these goods?—A. No, sir; I do not wish to be understood as saying that.

By Mr. WELSH:

Q. Do not you remember yourself and the Secretary of the Interior arguing the stringency of the law requiring contracts before the board of commissioners, from the first, and of the remark being made that you could not buy anything until after advertisement; have you no recollection of that?—A. No, sir.

By Mr. CHIPMAN:

Q. You say you followed the custom of the office in regard to purchasing in open market; has or not that been the uniform custom of the Indian Bureau, extending back for many years, to your knowledge?—A. So far as my information goes they have always done that every season.

Q. Have you, in any particular, departed from the custom and usages of the office, in executing the law?—A. I simply followed the custom of the Department in every respect. There are a good many things it is impossible for us to advertise, and which we must purchase in open market, or we cannot get along in the administration of the Indian affairs.

By Mr. WELSH:

Q. Do you speak of the very large sums covered by these contracts?—A. I say there are a great many such emergencies covering large and small sums both.

By Mr. SARGENT:

Q. Can you give any reason why an advertisement for beef could not have been made on the 15th of July last, to be awarded within ten days or two weeks, or any later

time before the 10th of August, when this contract was extended?—A. As I have said, I was personally very much occupied after the passage of that bill in getting the many appropriations provided for into shape for the purpose of making them available. Aside from that my whole attention was directed to the purchase of the goods. These Indian delegations had been here urging us to furnish them with goods, and subsistence had to be supplied temporarily without waiting for advertisement.

Q. The subsistence was to be provided for September; what prevented contracts under advertisement for these goods before that time?—A. Nothing, except that I was in New York nearly all the time engaged in buying annuity goods.

Q. Were you gone three months?—A. Nearly two months.

Q. Was any one acting as Commissioner?—A. Mr. Cady was acting as Commissioner.

Q. Was there anything to prevent his advertising?—A. No, sir.

Q. Then I understand you to admit that you neglected your duty in not advertising yourself, or giving him orders to advertise?—A. I did not give him orders for the reason that my attention was entirely engaged in New York, as I have stated.

By Mr. CHIPMAN :

Q. State, if you are prepared to answer, if you had taken immediate steps, after the passage of the appropriation bill, giving the usual time for advertising, for completing contracts and delivery of the supplies, whether they would certainly have been delivered to meet the requirements of the service on the expiration of the June 17 contract.—A. I presume if I had made the advertisement at once, and given short notice and short delivery, the thing could have been done.

Q. Would not short delivery and short notice necessarily have resulted in higher prices?—A. There would have been a probability in that direction. I cannot say what the actual result would have been.

By Mr. WELSH :

Q. Did not you get a bid of 3.88 cents per pound for beef when there was only one month's notice?—A. The papers show what the bids were.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 3, 1871.

SIR: I have the honor to submit herewith Appendix A, to complete answers to interrogatories made to me, and more fully explained by reference to manuscript copy of my testimony, pages 4, 5, and 100.

Also Appendix B, showing amount paid for beef under extension of August 10, and amount paid under contract of September 26, for bacon, and also the amount paid for transportation under contract of September 26, 1870.

There have been no payments made on the Morrow contract of September 17, 1870. (See manuscript of evidence, pages 50 and 100.)

Also Appendix C, being copies of letters to the Sioux agents, notifying them of the Morrow contract.

Before the Morrow contract was signed, I had left Washington on official business, under orders of the Secretary of the Interior, and returned the latter part of October, when, finding that the agents had not been notified of the Morrow contract, I sent these letters up.

No invoices were sent from the office to agents of the supplies furnished under the June 17th contract by Mr. Bosler. The agents receipted to Mr. Bosler for what they received.

Very respectfully, your obedient servant,

E. S. PARKER, *Commissioner*.

Hon. A. A. SARGENT, *House of Representatives*.

APPENDIX A.

Commissioner Parker's testimony, called for by committee. (See manuscript, pages 4, 5, and 98.)

PURCHASES IN OPEN MARKET.

Green & Wattles:

August 26, 1870—150,000 pounds of coffee, at 21½.....	\$32,250 00
August 26, 1870—300,000 pounds of sugar, at 11½.....	34,500 00
August 31, 1870—20,400 pounds of tobacco, at 65.....	13,260 00
	<hr/> \$80,000 00

Jesse Oakley & Co.:

September 3, 1870.—41,250 pounds of soap, at 9½.....	3,918 75
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Wanamaker & Brown, (for Santee Sioux:)

August, 1870.—60 boys' coats and pants, at \$10.....	600 00
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J. W. Lester, (for Santee Sioux:)	
August 23, 1870.—Women's and boys' hats.....	\$195 00
Buckley, Welling & Co., (for Santee Sioux:)	
August 20, 1870.—Dry goods, &c.....	4,434 75
Buckley, Welling & Co., (for Osages:)	
August 23, 1870.—Dry goods, &c.....	7,484 82
Hoyt, Busick & Co.:	
August, 1870.—Miscellaneous hardware for different tribes.....	4,600 00
G. W. Bruce:	
August, 1870.—Shears and sickles for Navajos.....	205 89
Biddle Hardware Company:	
December 30, '70, and January 9, '71.—Implements for Navajos. \$10,751 18	
Hardware for Pueblos...	
January 23, 1871.—Hardware for Northern Cheyennes, and Arapahoes.....	66 25
	10,817 43
Landreth & Sons:	
December 2, 1870.—Seed for Navajos.....	1,697 75
John Dobson:	
December 12 and 14, 1870.—Blankets for Shoshonees.....	1,538 00
Purchased by George H. Stuart, esq.:	
January, 1871.—M. Rosenback & Co., shirts for Northern Cheyennes, &c.....	\$328 80
January, 1871.—Elliott Brothers, goods for Northern Cheyennes, &c.....	267 80
January, 1871.—Wilson & Brooburg, blankets and cloth for Northern Cheyennes, &c.....	1,372 30
January, 1871.—J. Graham & Co., groceries for Northern Cheyennes, &c.....	196 54
January, 1871.—J. Farnam & Co., groceries for Northern Cheyennes, &c.....	184 45
January, 1871.—Seed for Pueblos.....	109 00
	2,458 89
Poultney & Trimble:	
August 31, 1870.—Rifles for Arickarees.....	507 50
August 31, 1870.—Rifles for Crows.....	1,015 00
Buckley, Welling & Co.:	
June 17, 1870.—Goods furnished Spotted Tail's delegation.....	500 00
June 22, 1870.—Goods furnished Red Cloud's delegation.....	1,068 58
July 19, 1870.—Goods furnished Indian delegation.....	727 46

APPENDIX B.

Included in requisition dated November 9, 1870, for 1,222,922 pounds of beef furnished the Indian Department in October, 1870, at 6½ cents per pound.	\$79,489 93
Requisition dated November 23, 1870, being for 393,696 pounds of beef furnished the Indian Department November 2 and 3, 1870, at 6½ cents per pound.....	25,590 24
Requisition dated November 29, 1870, being for 2,391,285 pounds of beef furnished Indian Department in November, 1870, at 6½ cents per pound.....	155,433 52
	260,513 69
Under contract of September 26, 1870, 531,469 pounds of bacon, at 18 cents per pound.....	\$95,664 42
Transportation under contract of September 26, 1870.....	179,247 55

INVESTIGATION INTO INDIAN AFFAIRS.

APPENDIX C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 2, 1870.

SIR: I have to advise you that by contract entered into with J. A. Morrow on the 17th of September, 1870, for furnishing the Indian Bureau with beef for issue to Indians, it is provided that he shall furnish the Crow Creek agency, Dakota Territory, with one million pounds, gross weight; one-ninth of the whole quantity to be delivered between the 1st and 15th of October, 1870, and thereafter the delivery to be made monthly, in such quantities as the Indian agent at said agency shall require; to be of good merchantable cattle, all steers, in good healthy condition, and to average one thousand pounds live weight, to be determined by weighing on scales when practicable; for which he is to receive three cents and eighty-eight one-hundredths of a cent per pound, gross weight, for all the beef accepted under said contract.

I have, therefore, to direct that you will receive, strictly in accordance with said contract, all beef that may have been ready for delivery on time. If the contractor was ready to deliver one-ninth of the quantity to be furnished at your agency at the time specified, you will receive all that may be due up to this time; otherwise, you will only receive such as may have been presented on contract time, and thereafter such quantities as may be required by you; giving, in accordance with the terms of said contract, receipts to the contractor for the number of pounds received by you.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

HENRY F. LIVINGSTON, Esq.,
United States Indian Agent, Crow Creek Agency, D. T.

William F. Cady, United States Indian agent, Grand River agency, D. T., same as to agent Livingston, substituting Grand River agency for the former.

Samuel D. Webster, esq., United States Indian agent, Yankton agency, D. T., same as the foregoing, substituting Yankton agency.

J. Lee Englebert, esq., United States Indian agent, Cheyenne agency, same as foregoing, substituting Cheyenne agency.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, D. C., December 2, 1870.

SIR: I have to advise you that by a contract entered into with J. A. Morrow on the 17th of September, 1870, for furnishing the Indian Bureau with beef for issue to Indians, it is provided that he shall furnish the Whetstone agency, Dakota Territory, with 1,440,000 pounds, gross weight; one-sixth of the whole quantity to be delivered on or about the 1st of January, 1871, and thereafter the delivery to be made monthly, in such quantities as the Indian agent at said agency shall require; to be of good, merchantable cattle, all steers, in good healthy condition, and to average 1,000 pounds, live weight; to be determined by weighing on scales, when practicable; for which he is to receive three cents and eighty-eight one-hundredths of a cent per pound, gross weight, for all the beef accepted under said contract.

I have, therefore, to direct that you will receive, strictly in accordance with said contract, all beef that may be ready for delivery on time. If the contractor be ready to deliver one-sixth of the quantity to be furnished at your agency at the time specified, you will receive it, giving, in accordance with the terms of said contract, receipts to the contractor for the number of pounds received by you.

Very respectfully, your obedient servant,

E. S. PARKER, Commissioner.

J. M. WASHBURN, Esq.,
U. S. Indian Agent, Whetstone Agency, D. T.

WASHINGTON, D. C., January 25, 1871.

WILLIAM MEYERS, captain and assistant quartermaster United States Army, sworn and examined.

By Mr. WELSH

Question. Are you familiar with contracts for transportation?—Answer. Yes, sir.

Q. Be good enough to say whether the advertisement for the contract now shown you includes the right to send Indian goods, and whether the contract itself includes the right to send Indian goods?—A. This is a quartermaster's contract, covering the period from March 20 to October 31, 1870, inclusive, and the contract itself answers your questions; it does include Indian goods. (Contracts referred to appended to this testimony.)

Q. Be good enough to say whether the contractors are to haul by land in case the water is low?—A. The contract specifies that in case boats are unable to reach their destination the transportation must be by land.

Q. Please state the contract price for transporting Indian goods, from March to August inclusive, from Sioux City to the points I will indicate.—A. The rate per 100 pounds—

From Sioux City to Yankton is.....	\$0 75
From Sioux City to Whetstone.....	1 00
From Sioux City to Brulés.....	1 10
From Sioux City to Crow Creek.....	1 25
From Sioux City to Cheyenne or Big Cheyenne.....	1 60
From Sioux City to Grand River.....	1 60
From Sioux City to Berthold or Fort Stevenson.....	2 00

For the month of September the rates from Sioux City to the points named are, per hundred pounds, as follows:

To Yankton agency.....	\$1 50
To Whetstone.....	1 60
To Brulés.....	2 20
To Crow Creek.....	2 50
To Cheyenne.....	3 20
To Grand River.....	3 20
To Berthold or Fort Stevenson.....	4 00

By Mr. CHIPMAN:

Q. These last rates are for September, 1870, as I understand; please give the stipulation with regard to the October rates?—A. They are two hundred per cent. advanced on the rates for March, April, May, June, July, and August.

Q. State, if you know, whether there is an understanding between the contractors and Quartermaster's Department, in bidding for these rates, that the bulk of the goods are to be sent up early in the spring, on the spring rise?—A. The rule with regard to the transportation of supplies by the Missouri River is to advertise early in the spring, ascertaining beforehand the exact amount, as nearly as possible, which will be required at the different posts. The quartermasters usually inform those interested in bidding of the amount intended to reach each particular post, and the bids are made upon the presumption that the bulk of supplies will be shipped at the most favorable period of navigation of the Missouri River, which is the spring rise, commencing in May and extending through the month of June and a part of July. And all the officers of the Government usually make it a point to have their supplies ready for that condition of the river in order to get the supplies to their posts, and also to secure more favorable rates for freights. As a matter of fact, that theory is carried out, or at least has been carried out, to my certain knowledge, during the last ten years in which I have assisted in supplying these posts.

Q. Do you know whether, under the contract now mentioned, there were freights to any considerable extent remaining over these early months into October?—A. No, I do not. My impression is that we have usually been successful in getting off nearly all our freights before July.

Q. The object, then, of providing for later dates was to cover any contingencies of smaller lots to be sent up which could not be provided for earlier in the season?—A. Yes, sir.

By Mr. WELSH:

Q. Do I or not understand that under that contract supplies of every kind could be sent up on ten days' notice for the Indian Department during any of these months? Is not the contract binding upon the man who executes it to do this?—A. The contract so provides, and is equally binding with any other Government contract.

By Mr. CHIPMAN:

Q. Is it not limited as to quantity?—A. I have not read this contract through now. They sometimes state that they will receive goods at any time, but a certain number of days' notice is required to be served on the contractor. That, I believe, is specified in article five of this contract, and I see that it requires ten days' notice to Omaha, Nebraska, or Sioux City.

Q. State whether there is any margin that could have been used for the purpose of transporting Indian goods?—A. I did not have charge of the execution of this contract, and cannot state definitely.

Q. Do you know whether any large quantities of Indian supplies were expected to be sent up in the late months?—A. No, sir.

Q. You do not know whether the Quartermaster's Department could have supplied transportation for any such large quantities under that contract?—A. No, sir, I do not. But contractors could have been required to do the work or suffer the consequence of non-fulfillment.

Q. State whether your Department contracts for transportation for the Indian Department, or whether it is a part of the Quartermaster General's duty to provide for such transportation?—A. That clause, as I understand, was inserted for the purpose of aiding the Indian Department in transporting its supplies and permitting that Department to avail itself of our contract for that purpose. I do not know that there was anything which made it obligatory upon the Quartermaster General to make that arrangement.

Q. Was it such a clause as would authorize your Department to set aside its freight and give place to Indian goods, if the transportation was not sufficient for all?—A. I think Indian supplies would be subordinate to our own in that respect, and my impression is there is some restriction of that sort, that the quartermasters are to forward Indian supplies, if possible. There are, however, no cases that I know of where both could not be forwarded as required.

By Mr. SARGENT:

Q. Was that contract made in pursuance of advertisement?—A. Yes, sir.

Q. Was there competition?—A. Yes, a large number of bidders.

Q. Was there any difficulty on the part of the contractor in carrying out his contract at these rates?—A. I think not.

Q. From your knowledge of transportation in that region, do you consider the rates named in this contract reasonable?—A. Yes, sir.

Q. Is it a good idea to make the rates for September and October relate back to transportation done during the spring and summer months?—A. I think that is a feature imposed upon the Department by the bidders, by those who do the work.

Q. Ought there not to be a difference in favor of the Government by which it would get its freight for the spring and summer months for less than would be fair rates for September and October?—A. Yes, sir.

Q. And any arrangement that did not insist upon that for the Government would be an imprudent one?—A. Yes, sir.

By Mr. WELSH:

Q. Do you know Mr. Hazlett?—A. I do not know him personally.

Q. Do you know whether he has any relations to the Northwestern Transportation Company?—A. I do not.

Q. Do you know whether his freight is really taken up by the Northwestern Transportation Company's boats?—A. I have been told that it was taken up by their boats; I do not know it personally.

Q. State whether you could make a contract for full rates, in the fall, or during the months when freight had to be carried in the fall, at as favorable rates as you could make in the spring, with the arrangement under which the contract was made, reaching over into fall?—A. No, I think not; I think you could not get as favorable rates by making the contract in the fall as you can by making it in the spring; I am now talking of our own Government transportation; these rates are made to cover all contingencies of shipment, and enable the contractor by the profits he makes on the spring work to provide for possible loss on a single trip in the fall; for instance, in 1869, I remember two or three boats were sent up in the fall, as late as October, and they were all three ice-bound, involving, as I understand, a loss of from \$10,000 to \$15,000 to the contractor; they were ice-bound in the neighborhood of Fort Stevenson.

WASHINGTON, *January 25, 1871.*

L. H. ROBERTS sworn and examined.

By Mr. CHIPMAN:

Question. What occupation have you followed up to 1870?—Answer. I was for some time engaged at the Cheyenne Indian agency, Dakota Territory, as surveyor.

Q. Were you at any time left in charge of that agency by Major Randall?—A. Yes, sir.

Q. When was that?—A. I really could not give the date; I am under the impression that it was in June, 1870, and I think the latter part of June.

Q. Where was Major Randall?—A. He left with a delegation of Indians for Washington.

Q. Did he put the agency in your charge?—A. He did.

Q. What was the condition of the agency at that time as to supplies?—A. It was very poorly supplied. I recollect there was considerable talk, about that time, that if supplies did not soon reach the agency there would be trouble.

Q. Do you remember when cattle were brought there under the Bosler contract?—A. I do not remember the date; it was, I should say, about the middle of July.

Q. Were you called upon then, as acting agent, to receive them and decide as to their weight?—A. I was.

Q. State what you did in the premises?—A. I first consulted Captain Pearson, then

brevet lieutenant colonel and commandant at that post. The scales at the post had been torn up, and were utterly worthless. He said he hardly knew what to advise me, but finally suggested that if I went down to Fort Sully and got an agent there to assist me in judging of the weight of the cattle, it was the best that, under the circumstances, could be done. I went to Fort Sully and consulted with General Crittenden, the commander of the post being away, stated to him the circumstances and asked for assistance. He said we would go around and find who was in the habit of judging on that subject. I looked around and found Captain Irvine, of the Twenty-second Infantry, who had had a large experience in judging of the weight of cattle for the Quartermaster's Department, and who was that day the officer of the day at the post. I reported to General Crittenden, who relieved Captain Irvine as officer of the day, and he returned with me to the agency. Joseph Bosler, a brother of the contractor, was in charge of the cattle. I felt embarrassed, and did not want to do anything in Major Randall's absence, for I had discharged Major Randall's head clerk, and expected his censure in consequence. Bosler said his brother, the contractor, had directed him to leave the best cattle at that agency. Captain Irvine rode through the herd of, I think, 450 head, and judged the weight to be 1,200 pounds each. This seemed to be satisfactory to Bosler, and I was asked whether it was to me. I told him I was not competent to judge, but that if it was satisfactory to Captain Irvine it was to me, and I would receive the cattle at that rate.

Q. Was that the best you could do under the circumstances?—A. It was the best I knew how. We had no other means of arriving at the weights.

Q. After Major Randall's return did he make some complaint of what you had done?—A. He did.

Q. Was anything done in relation to the matter?—A. Major Randall, on his return, seemed to be very much dissatisfied with all my proceedings, and rather inclined to find fault. One objection he made was, that I had received the cattle on the opposite shore of the river from the agency. I did this on the advice of Captain Allison, and for the reason that there was a valley on that side of the river which would furnish much better pasturage. Major Randall also found fault with the weight of these cattle. He had the scales put in as good repair as possible, weighed some of the cattle, and reported that they fell short more than a hundred pounds. In the mean time, however, the best of the cattle had been killed.

Q. Did you forward to the Indian Office the evidence upon which you arrived at the average weight?—A. I did.

Q. What did that evidence consist of?—A. I stated that I had received a certain lot of cattle from Mr. Bosler; that I went to Fort Sully and consulted General Crittenden, and acted upon his advice as to what should be done under the circumstances.

Q. Do you know whether the scales at the agency were so repaired as to give correct weights after Major Randall's return?—A. I am not a judge of that. I told Major Randall that I did not consider them accurate by any means. He said he did not know whether they were or not, but that we must have something to go by.

Q. What was the condition of the agency as to supplies when the second lot of cattle were brought over by Mr. Bosler?—A. We were needing supplies very much, and were very glad to receive them.

Q. Prior to the receipt of the first lot of cattle what was the disposition of the Indians?—A. They were very hostile. Our supplies were short, and I consulted with Captain Pearson as to the best mode of making them hold out as long as possible.

By Mr. WELSH:

Q. You say you sent the evidence on which you received these cattle at the weight you did, to the Department; did you send any other evidence than the letter you wrote on the subject?—A. No; that was all. I refer to my letter of August 21, 1870. (Letter referred to printed in the Appendix.)

Q. Did you ever send the certificate of Captain Irvine, or of any other officer, on that subject?—A. No, sir.

Q. Have you any such certificate in your possession?—A. No, sir.

Q. You say you were not accustomed to estimating the weight of cattle; do you recollect the form of the receipt which you gave for these cattle?—A. I do not. I committed an error in not retaining a copy of the receipt.

Q. The receipt which is on file here gives the number of pounds net; how did you ascertain the net weight?—A. I consulted the officers there, and they said the gross weight must be double the net.

Q. Did you know the weight of these cattle at any other agency?—A. I did not.

Q. Were you informed that other articles fell short which were received by you, as well as cattle?—A. I was, and which I very readily corrected with Major Randall.

Q. Do you know whether the articles were paid for by the weight as corrected, or by the original certificate?—A. I presume, by my original certificate, which proved to be correct. I got Major Randall to go back and re-weigh enough of these articles to satisfy him that my certificate was correct, and he so changed it in his report.

Q. Can you tell me whether that letter of August 20 contains the correct weights?—
A. Major Randall reported to me that he had so corrected his report; at least, I so understood him.

Q. Do you know whether the flour and all those articles were actually weighed?—A. They were not all weighed, and that was never done for any contract on the Missouri River that I am aware of. A part of it was weighed, enough to satisfy us that the weights estimated were correct.

By Mr. SARGENT:

Q. How did you ascertain and report to the Indian Department that you received twenty thousand pounds, if the bacon was not weighed?—A. I took the advice of the quartermaster, and got at it as is usually done. We weighed a portion of the sacks, and finding the weight marked on them to be correct, we took the others at the weights marked. The sacks weighed were selected indiscriminately from the entire amount.

Q. Did you have any invoice describing the qualities of the goods, &c.?—A. We had the bill of lading of the boat.

Q. Do you know about eighty head of cattle being stampeded that you received on the west side of the river?—A. I know from report. Quartermaster Goodloe sent up to Major Randall that he had about eighty head of his cattle down in his quartermaster's herd. Major Randall did not send for them for several days, and when he did send the report was that they had stampeded again, or something to that effect, so that he did not get them all.

Q. Do you know that Major Randall complained that cattle had been received at an average of twelve hundred pounds a head when the actual weight was nine hundred and thirty-four pounds gross?—A. I do.

By Mr. BECK:

Q. At what date did you receive these cattle from Bosler?—A. The receipt on file here states the date—July 29.

Q. How many did you receive?—A. I am not quite sure; I think four hundred and fifty head.

Q. And you averaged them at twelve hundred pounds gross, or six hundred pounds net?—A. Yes, sir.

Q. How far from the agency did you receive them?—A. It was at the Little Bend, on the opposite side of the river, probably from five to seven miles.

Q. And you kept them there in the valley where there was good grass?—A. That was one object in keeping them there; another was to prevent them from being ravaged by the Indians.

Q. From the time you received them until the middle of July or August should they have fallen off or improved?—A. Under ordinary circumstances they should have improved; but the valley was swept over by a big fire, the season was very dry, and I think they would have fallen off some.

Q. Who guarded your cattle?—A. They were agency men in charge.

Q. You were in the habit of killing them just as you wanted them?—A. Yes; we killed, every Saturday, as many as we wanted.

Q. What stampeded these cattle?—A. We had one severe wind; but cattle will stampede if they are not carefully watched.

Q. Were these all Texas cattle?—A. I do not know. The quartermaster at Fort Sully told me that he had received at that post what they said were American cattle; and after looking at these cattle he said they were a better lot than his; and Captain Irvine, who is a good Christian man, told me that these cattle taken from Bosler were a better lot than the ones I have referred to; he said some of them were not Texas cattle, and that as a lot they were very fine cattle indeed.

WASHINGTON, D. C., January 27, 1871.

THOMAS T. BUCKLEY sworn and examined.

To Mr. CHIPMAN:

Answer. I reside in Brooklyn, New York; I am engaged in the dry-goods jobbing business, at 382 Broadway, New York; the style of the firm is Buckley, Welling & Co.

Q. Did you sell a bill of goods to be sent to the Osage Indians, about the 23d August, 1870, to Commissioner Parker?—A. We sold a bill of goods that were shipped to the Indians; I should think about that date.

A copy of a bill of goods sold by Buckley, Welling & Co., to the Commissioner of Indian Affairs on the 23d August, 1870, was put in evidence, as follows:

NEW YORK, August 23, 1870.

United States bought of Buckley, Welling & Co., Nos. 380 and 382 Broadway, corner White street.—For Osages.

2 cases gray list cloth :	
No. 5309, 469 yards, No. 5310, 467½—936½ yards at \$1 80.....	\$1,686 15
Straps	75
2 cases scarlet S. L. cloth :	
No. 5235, 499½ yards, No. 5282, 497½ yards—997 yards at \$1 70.....	1,694 90
Straps	75
2 bales Mexican blankets :	
No. 3917, 100, No. 3970, 100—200 blankets at \$6 50.....	1,300 00
2 pair wrappers, at \$3.....	6 00
4 bales 3-point scarlet blankets :	
No. 324, 50 pair, No. 329, 50 pair, No. 297, 50 pair, No. 386, 50 pair—200 blankets at \$8.....	1,600 00
4 pair wrappers, at \$3.....	12 00
Case 113 :	
50 dozen butcher knives, at \$4.....	200 00
2 pieces S. L. scarlet cloth, 65½ yards, at \$1 70.....	111 35
Case and strap.....	1 75
9 barrels sugar, 2,175 pounds at 12½ cents.....	271 88
6 bags coffee, 962 pounds at 22 cents.....	211 64
5 boxes tobacco, 548 pounds at 70 cents.....	383 60
6 sacks, at 30 cents.....	1 80
Cartage.....	2 25
	<hr/>
	7,484 82

The above bill is correct.

E. S. PARKER, Commissioner.

Q. Look over that bill of goods and see if you can recollect from the items enough to speak with any certainty as to that being the bill or a copy of it.—A. There are two items here which I can recollect; two bales of Mexican blankets, and four bales of three-point scarlet blankets. My attention was called to them by Mr. Dodge.

Q. Were those the only items about which you were spoken to?—A. Yes.

Q. They are the only items about which any question has arisen?—A. So far as my knowledge goes.

Q. Explain the quality of the four bales of scarlet blankets, and where you purchased them.—A. The four bales of scarlet blankets were purchased by sample from Amidon, Lane & Co., manufacturers and merchants of New York.

Q. What is the price of those blankets, as stated in that bill?—A. Eight dollars per pair.

Q. State whether that was the ruling price at that time.—A. Eight dollars per pair is lower than we sold the blankets for as a general thing. We sold those blankets to the Indian Commissioner for \$8 a pair. The cost is \$8, less 5 per cent. and 5 per cent.

Q. Is that equivalent to 10 per cent. discount?—A. It is a little less than 10 per cent. It is 5 per cent. off first, and then 5 per cent. off the balance. That was as cheap as we could buy them in the market.

Q. Explain what you had to do with Mr. Dodge?—A. Mr. White, the inspector who inspected the goods which were sold to the Government by contract, called at the store and stated that Mr. Dodge wanted to see me, and they had a sample of blankets sent back to them from the lot which we had furnished to the Osage Indians. He stated that this was a sample from one of the bales, and I understood, from the letter he had at that time, that the other three bales were satisfactory. After receiving this message I called on Mr. Amidon and asked him to go down with me and see Mr. Dodge, and see what was the matter with the blankets. I said that we had bought them from him by sample, and had sold them to General Parker by sample; that we had marked them and shipped them in that condition, and presumed that they were equal to the sample. Mr. Colyer's letter, which Mr. White had, complained of that particular pair and particular bale as not being equal to the sample.

Q. Did anything else transpire at the interview?—A. I introduced Mr. Amidon to Mr. Dodge, and Mr. Amidon explained fully about the blankets. It was a very good blanket, but the color was dark. He said that he was surprised at the color, and that it must have been a mistake in shipping the bale. That was about all in regard to the scarlet blankets.

Q. Were they inferior only in regard to the color making them of less value, or were they in fact inferior for the purposes of use?—A. The wool was good, hard twisted, and the blanket was not as nappy as usual. It was a serviceable, strong, heavy blanket, that is, the sample I saw there. I never had seen the blankets before. I did not see

them when we shipped them. We bought them, as I said, by sample, and presumed that Amidon, Lane & Co. had given us the blankets according to the samples.

Q. Explain as to the other blanket.—A. The Mexican was complained of as being a loose and slimsy blanket. They were the same blankets that we sold for some little while. They are manufactured by Mr. Dobson, of Philadelphia. They are a blanket that we never had complained of, and in fact we were not able to procure as many bales of them as we had orders for from other parties. We sold them at less than the usual rates. We sold them at \$6 50. We paid Mr. Dobson for them \$6 25, less, I think, 5 per cent. and 5 per cent. I am not certain in regard to the discount, but I think there were 5 per cent. trade discount and 5 per cent. for cash.

Q. They are all, I understand, embraced in this one bill of goods sent to the Osage Indians.—A. Yes, sir.

Q. Do you remember to whom they were consigned?—A. I do not.

By Mr. SARGENT:

Q. Were you one of the sureties of Amidon, Lane & Co. in their bid?—A. Yes.

Q. Henry J. Marshall is the other?—A. Yes.

Q. Do you not know that the kind of blanket which you first described was offered by Amidon, Lane & Co. to the Commissioner for \$6 80?—A. Yes, sir, they were offered at that price, but that was for a very large lot of blankets, and this bill was only two or three bales. The price we paid for them was \$8, which was the lowest price they could be bought for in the market.

By Mr. LAWRENCE:

Q. Where were they manufactured?—A. In Philadelphia.

Q. Both they and the Mexican blankets were manufactured in Philadelphia?—A. Yes, but the Mexican blankets were manufactured by Mr. Dobson, who also manufactures scarlet blankets; but we could not buy them from Mr. Dobson, owing to his having taken the contract to furnish the Government, and not having them to deliver to buyers.

Q. Does the Government generally buy of wholesale dealers or of manufacturers?—A. They buy where they can buy the cheapest, I presume.

Q. Did the Commissioner know where these blankets were manufactured?—A. Yes, sir; he saw the blankets.

Q. They could be bought, of course, cheaper from the manufacturer than from the dealers?—A. We buy them from the manufacturer. The manufacturer, of course, if he can get an order to make a large amount of blankets, can make them and sell them on that order much cheaper than he can if he has to make them for a market, because the interest, storage, insurance, and all these things add very much to the cost. Eight dollars was the cheapest price the blankets could be bought for in the market, and Amidon, Lane & Co. were the only ones who had the blankets. When General Parker came into the store to buy these blankets, he had a telegram from Mr. Colyer, I believe, urging the shipment of those goods immediately. He remarked that Mr. Colyer was very urgent for them, and that he could not get them from Mr. Dobson, as I understood, and he wanted to know if we could give him these two bales of blankets. We got the samples, and showed them to him, and he considered them good blankets. The samples which we showed General Parker were certainly as good as those of Mr. Dobson.

By Mr. SARGENT:

Q. Are you large dealers in blankets?—A. We sell a good many blankets.

Q. Do you deal largely with Amidon, Lane & Co.?—A. Yes; and with Dobson & Co.

Q. Do you sell largely of these \$8 blankets?—A. Yes, sir; a good many of them.

Q. What did you pay Amidon, Lane & Co. for them?—A. Eight dollars, less 5 per cent. and 5 per cent.

Q. If you, buying largely from Amidon, Lane & Co., paid \$8 for them, how could the Indian Commissioner get them at \$3 80?—A. Because they offered to furnish a number of thousand pairs of blankets.

Q. You are aware that they offered them at \$6 80?—A. Yes, sir.

Q. Are you aware that the Commissioner obtained at that price a far superior article of blanket to that which you sold for \$8?—A. No, sir; I am not. We consider those blankets as good as Mr. Dobson's, and they are so considered by the traders.

Q. Are not these blankets smaller in size, and meaner in quality than Mr. Dobson's?—A. No, sir; they ought to be the same size and of as good quality. They are made of good wool, but they are twisted a little tighter, and are not so flossy as Mr. Dobson's blankets.

Q. Can you give the size of those blankets?—A. I cannot give the inches, I can give it by pound weight. They should be eight pounds per pair.

By Mr. CHIPMAN:

Q. Is there not some rivalry between those two establishments?—A. Yes; there has always been a contention between them.

Q. The Philadelphia people contend that their blankets are the best?—A. Yes; and Mr. Amidon thinks that his are the best.

Q. You spoke of having supplied the trade outside.—A. Yes.

Q. And from what the traders expressed to you, you state that the one blanket is as good as the other?—A. Mr. Baker, of Fort Dodge, to whom we sell these blankets, prefers the Amidon blankets because there is more wear in them. Other traders prefer Mr. Dobson's blankets, as being a flossy, showy blanket. We sold a great many blankets to traders at Leavenworth, and they have, for the last year, bought Amidon, Lane & Co.'s blankets of us.

By Mr. SARGENT:

Q. How many years have you sold Indian goods to the Department?—A. We have sold at different times. I think we have had three or four, or perhaps five contracts at different times. We have sold Indian goods for quite a number of years.

Q. To the Department?—A. No, not to the Department, but to the traders in Indian goods.

Q. Who are your partners?—A. Mr. Woolley, Mr. Wheeler, Mr. Frost, and my son.

Q. Who is Mr. Wheeler?—A. Mr. DeWitt Clinton Wheeler.

R. Did Mr. John J. White inspect these Osage goods?—A. No, sir; I have said that these goods were bought by Mr. Parker by sample, delivered to us, and shipped without being examined.

Q. Have you any knowledge of an item of \$1,000 for 10,000 pounds of flour sold by your firm?—A. I have no knowledge of it; I do not recollect any such transaction.

By Mr. LAWRENCE:

Q. Do you deal in flour?—A. No, sir; we do not.

By Mr. WELSH:

Q. Can you say whether yourself or any member of your firm was interested, directly or indirectly, in any other goods than dry goods; were you interested in provisions, flour, tobacco, freight, or any other transaction of the Indian Department during the last year?—A. I have no knowledge of anything of the kind, except a little purchase that we made of 9 barrels of sugar, 6 bags of coffee, 5 boxes of tobacco, and 50 dozen of butcher knives, which we were required to get and forward with those Osage goods.

Q. Was your firm interested in the purchase of Green & Wattles?—A. No, sir.

By Mr. SARGENT:

Q. Did the board of Indian commissioners inspect any of the goods purchased from your firm by Commissioner Parker?—A. Yes, sir. The great bulk of them was inspected by the inspector.

Q. Did they inspect any of the goods sent to the Osage Indians?—A. No, sir; I think they were not inspected.

By Mr. WELSH:

Q. Were any of the goods examined, except those that were advertised for regularly?—A. The goods that were furnished to Red Cloud and his band were on an order, for presents for them. They came to the store with their agent, or the officer in charge of them, and they selected the goods themselves, such as they wanted, and put them in trunks, and took them away with them.

Q. Do you know whether any goods bought by Mr. Parker himself were examined by Mr. White, or only those that were bought in conjunction with the commission?—A. I think not. I think that Mr. Parker examined them, and certified to them himself.

By Mr. CHIPMAN:

Q. State whether the articles embraced in this bill were purchased at the lowest market rates at that time, and were sold to General Parker at the ruling rates at that time?—A. They were.

By Mr. SARGENT:

Q. Is Mr. White a member of the Indian commission?—A. Not to my knowledge. I understood that he was an inspector appointed by the commissioners.

WASHINGTON, D. C., January 27, 1871.

EDWARD H. AMIDON sworn and examined.

By Mr. CHIPMAN:

I reside in New York. I am of the firm of Amidon, Lane & Co., dry goods merchants and manufacturers.

Question. Did you supply to Messrs Buckley, Welling & Co., in August last, any blankets that were to be sent to the Osage Indians?—Answer. I believe we did. I had

no special knowledge of it at the time, but I think I am justified in saying, from what I learned afterward, that we did supply some blankets for the Osage Indians.

Q. How many?—A. I think, 200 pairs, that would be 400 blankets.

Q. What color were they?—A. Scarlet.

Q. Did your firm make a bid for a certain quantity of blankets at a certain rate; if so, what was that bid?—A. In the spring of 1870 we made a bid for the whole amount of blankets wanted by the Indian Department, I think, about 14,000 pairs.

Q. Was that about the time that the board of commissioners were in New York?—A. I believe it was; I do not recollect the date, but it was at the time the blankets were wanted, and they were to be delivered very soon after we made the bid.

Q. What was your bid?—A. That I cannot tell now.

Q. I find here, in a bill of goods furnished to the Indian Bureau by Buckley, Welling & Co., on August 23, 1870, four bales of scarlet blankets, 200 pairs, at \$8 per pair, to be sent to the Osage Indians; are those the blankets that you furnished to that house?—A. I presume they are, from what I have since heard, but I cannot swear that they are. Buckley, Welling & Co. bought four bales of blankets from me; I did not know then to whom they were to be sent. They bought them as low as they could buy them at that time from me, and I got as much price out of them as I could get at that time. Some time after that, Mr. Buckley called upon me and said he had received information that there was some complaint in regard to these blankets which I sold to him, and that they had gone to the Osage Indians. From that circumstance I infer that those are the four bales of blankets to which you refer.

Q. Tell what you know about the transaction.—A. Mr. Wheeler, of Buckley, Welling & Co., called on me to know if I had scarlet blankets for sale; I told him I had; he wanted to see the blankets, and I showed them to him; he wanted to know the price, and I told him a dollar a pound—that that was the lowest price; he finally made a proposition to buy them, with an extra 5 per cent. discount, and I sold them at that price; I gave the memorandum to my invoice clerk, and told him to deliver four bales of those blankets to Buckley, Welling & Co.; that was the last I heard of the transaction until the complaint occurred; I was called on by Mr. Buckley, who wanted me to call and see Mr. Dodge; I did so, and Mr. Dodge exhibited samples of the blankets, which he stated had been received by the Osage Indians, asking Mr. Buckley if that was one of the blankets he had sent out; Mr. Buckley asked me if that was one of my blankets, and I told him I thought it was; Mr. Dodge asked me if I thought that that was the proper sort of blanket to send to the Osage Indians; I told him that the blanket was as good a blanket as the Indians had ever had, except in color; he seemed to be under the impression that there was some shoddy in it, and untwisting the yarn out of which the blanket was made, it appeared that some of the inside fiber of wool had not been thoroughly dyed, which gave him the impression that the blanket was not good; I explained to him that the reason why the blanket had these defects was, in the first place, that it was a very well-made blanket; that the yarn had been spun so tight that it did not take the dye properly, and that it would probably outwear any blanket which could be produced, but that it had been spoiled in the dyeing; that the dyer had probably left it in the dye too long, and that it had taken too deep and dark a color; it was as good a blanket for wearing purposes as I ever saw, as strong and well made; it was probably the strongest kind of that sort of blanket that I ever saw, but it was a bad-looking blanket; on my return to the store I looked into the matter, and found on the invoice book against the number one, of those four bales, were written the words, "bad for color," and on referring to the invoice book of the factory it appeared that it was entered in that book in the same way. Of course, making so many blankets as we do, two blankets a minute, we spoil some; those spoiled blankets are always laid aside and shipped by themselves, and against them, on the invoice book, is indicated the defect; it appears that the shipping clerk to whom I gave the orders to deliver those blankets to Buckley, Welling & Co., gave them that bale of blankets, among the others, without observing it; I never heard of it until it was opened where it was delivered, to be used; I saw the letter which Mr. Gibson, the agent there, wrote to Mr. Dodge, in which he stated that one bale of that lot of four was very bad in some respects, and that the others were much better; the explanation which I gave you shows how it occurred; I explained all of that to Mr. Dodge, and also exhibited samples of the same material precisely, but dyed properly; I think I fully satisfied him that the blanket was a good blanket, with the exception of the defect in dyeing, and I offered to send for that bale, at our own expense, and deliver another bale, at our own expense, or to do anything that he cared to have done about it; that was the way in which the matter was left.

Q. Were the blankets, with the exception of color, as good for all purposes as the others sent at the same time?—A. Yes, undoubtedly.

Q. This mere defect in color would not deteriorate the value of the blanket for its use?—A. Not in my opinion. These blankets were very much more serviceable than such blankets ordinarily are.

Q. Would there be a difference in the price you will take between supplying four

bales of blankets and supplying 14,000 pairs?—A. There would be a difference. As a manufacturer, I can afford to take a contract for a large quantity at a definite price, for goods to be delivered as soon as manufactured, at a lower price than I can afford to sell goods which I make for the market, and have all the expense and risk of keeping for the market. In the first case I lose no interest, no expense of stock, and run no risk; I get my money as fast as the goods are made. In my opinion there is ten per cent. difference between the price I would be willing to contract for in large quantities and the price I would be willing to make the same goods for for open market.

Q. Examine the item of four bales of scarlet blankets charged in this bill, and state whether the amount charged for them there is the proper price.—A. I see they are charged here at \$8 a pair.

Q. State what relation that bears to the ruling rates in the market at that time.—A. Scarlet blankets then and now were worth a dollar a pound. I am selling them now at a dollar a pound. I sold those blankets to Buckley, Welling & Co. at a dollar a pound, with an extra discount. I am in the habit of selling them goods, as they are large purchasers, at less than I sell to anybody else.

By Mr. SARGENT:

Q. How large purchasers are Buckley, Welling & Co. of you?—A. I am the only manufacturer of this class of goods besides John Dobson, and they probably buy from me to the amount of from \$10,000 to \$20,000 a year. The amount varies very much. Some years they sell very few blankets, and again they sell a great many. They buy from me in large quantities.

Q. Do you manufacture for them to order, or do you sell from your stock?—A. I never have manufactured for them to order.

Q. If your bid had been accepted by the Indian commission, would you have taken those blankets from the stock on hand?—A. I had but 5,000 pairs on hand at the time, and this bid was for 14,000 pairs.

Q. Then you would have furnished what you had on hand, and filled up the order by running your manufactory at the rate of 2 blankets per minute, as you say?—A. Yes.

Q. If Buckley, Welling & Co. buy as large quantities as you say, why did you make such a difference against them as that between \$6 80 to the Commissioner and \$8 to them?—A. I think I can make that very clear to you. The bid to the Commissioner was for 14,000 pairs of blankets, I think, and in that 14,000 but a small proportion was to be scarlet blankets. The price I bid on the scarlet blankets would not leave me a cent of profit; but the price I bid on some other colors would bring me some profit. On the whole, however, I made a very low bid for that contract. As I never had had an Indian contract and was desirous of introducing myself to the Department and making those goods for the Government, I thought it my interest to make an effort to get this contract, and I therefore made a very low bid; and you will find that the goods were actually taken by the Government at a higher price than my bid.

Q. From whom?—A. From John Dobson.

Q. Do you say that the blankets bought from John Dobson at \$8 a pair were not superior to the blankets you have described?—A. I think the scarlet blankets were bought from John Dobson at \$7 a pair. I bid at \$6 80.

Q. You say that their blankets at \$7 were not superior to yours at \$6 80?—A. Yes, I say so; they were not as good.

Q. Do you charge as much for the blankets that are defective in color or in any other respects as you do for the perfect article?—A. No, sir; we make a heavy discount.

Q. If those goods had been properly inspected by Mr. Parker before they were shipped, would not this defect have been discovered?—A. I think so.

Q. And the Government would have saved at least the difference between the price of the defective article and the price of the perfect article?—A. I would have substituted the perfect article for the other.

Q. Or, if the Government had taken the other article with its defects, it would have got it at a discount? Yes.

Q. Who were your snreties on your bid?—A. Mr. Buckley and Mr. Marshall, I think.

By Mr. CHIPMAN:

Q. I understood that in your bid for the 14,000 blankets, there were comparatively few scarlet blankets?—A. I think 2,700 scarlet blankets.

Q. Would you have bid for 14,000 scarlet blankets at \$6 80?—A. No, sir; I meant to convey that impression to you that I would not have bid for scarlet blankets so low.

Q. Were you furnishing any scarlet blankets to the trade at that time, August 23?—A. Yes, to the merchants who deal in that article.

Q. What were the rates then?—A. \$8 for that quality of blanket.

Q. And the Government paid no more than other persons paid at that time?—A. No, sir; no more than I was getting for them from everybody at that time.

Q. What would you have furnished 14,000 pairs of scarlet blankets to the Government for at the time you made this bid?—A. Of course I cannot judge exactly now

what I might have done; but I should think I would have furnished them at 92½ or 95 cents a pound, which is \$7 40 to \$7 60 a pair.

WASHINGTON, January 27, 1871.

Major B. DuBARRY sworn and examined.

To Mr. WELSH:

I am a commissary of subsistence of the United States Army; I am on duty in the office of the Commissary General of Subsistence, as one of the assistants to the Commissary General of Subsistence.

Question. State the price and number of cattle contracted for, to be delivered on the Missouri River, in the contract made June 18, 1869, which was to terminate on June 18, 1870.—Answer. I have here a copy of the contract made on the 18th of June, 1869. It was made with Edward Fenlon, at the rate of \$4 44½ per hundred pounds, dry weight.

Q. Were the cattle to be kept at the contractor's risk and expense until needed, or were they to be delivered in bulk?—A. Their delivery was to commence on the 31st of July, 1869, and to continue until the number provided for by the contract was delivered, at specified rates per month, the rate being different for the different points at which they were to be delivered. The contract runs that the "beef cattle provided for at the respective places named are required to be held by the contractor sufficiently near thereto, that he may with certainty, and at the rate and under the conditions above specified, deliver them weekly, semi-monthly, or monthly, as the officer or agent of subsistence of the Department may require." The whole number comprised in this contract of the 18th of June was 9,075.

Q. After the completion of that contract, was any other contract made?—A. On the 6th of July, 1869, a supplementary contract was made with Edward Fenlon. The supplementary contract was for the same rate as the other and for the same number of cattle; it only made a change in the points of delivery from the first contract.

Q. Then it is only a repetition of the first contract, changing the place of delivery?—A. Not exactly a repetition, because it does not repeat all that is in the first contract, but it refers to the first contract. Subsequently, a proposition was made by the contractor, Edward Fenlon, to furnish any additional number of cattle that might be required at the five points named in the supplementary contract, (three points only being named in the original one,) at \$4 20 per hundred pounds, gross weight, during the continuance of said contract—that is, up to June 30, 1870. That proposition was accepted by General Clark. The date of it was 21st of September, 1869. That was to extend up to 30th June, 1870, and was to embrace all the cattle delivered over and above the total of 9,075, provided for by the first contract.

Q. Is there any limit as to the amount of cattle you could call for under the proposition of 21st of September, 1869?—A. I find no limit assigned in it. The contractor agrees to furnish all the cattle required, at \$4 20 per hundred pounds.

(The papers referred to by the witness are annexed to the testimony.)

Q. If the Commissioner of Indian Affairs had called on you for cattle before the 30th of June, 1870, could you have furnished him with cattle under that contract?—A. Yes, at those points. All what the contractor furnished in excess of 9,075 was to be furnished at \$4 20 per hundred pounds gross.

Q. Did the Commissioner of Indian Affairs send to your office to ascertain what supplies would remain over on the 30th of June, 1870, or what supplies it would be possible for you to give him?—A. I do not recollect of it.

Q. Have you charge of the office here?—A. I have not charge of the office, but, as assistant to the Commissary General, I see pretty much everything that comes in. My province at that time was to see everything that came into the office. The papers pass through my hands, and I open and hand them to the chief, or distribute them, according to their nature.

By Mr. CHIPMAN:

Q. I understand that this contract provides for supplying cattle up to June 30, 1870?—A. Yes, sir.

Q. Does it make provision for supplies beyond that time?—A. Not beyond that time.

Q. Are you aware that a correspondence took place between the Interior Department and the War Department, relative to supplies beyond that period?—A. There was some correspondence.

Q. Do you recollect the purport of it? Do you recollect generally whether the office said it could furnish the Indian Bureau beyond June 30, 1870, or that it could not do so?—A. I do not know that the office said so, but my recollection is that we had no authority from the Secretary of War to furnish cattle beyond the 30th of June; that is, beyond the period covered by the \$2,000,000 appropriation.

Q. The period covered by this contract ended June 30, 1870?—A. Yes.

WASHINGTON, D. C., January 27, 1871.

GEORGE A. MERCER examined.

By Mr. SARGENT:

Answer. I am a clerk in the Treasurer's Office of the United States.

Question. Have you a list of Treasury drafts drawn in favor of C. D. Woolworth, secretary of the Northwest Transportation Company?—A. I have, and here deliver it:

List of Treasury drafts drawn in favor of C. D. Woolworth, secretary Northwestern Transportation Company, indorsed by him to J. W. Bosler, and by him indorsed.

Number of draft.	Number of Interior warrant.	Date of draft.	When paid.	Amount.
1212	1233	October 28, 1870	October 29, 1870	\$67,913 32
1213	1234	October 28, 1870	October 29, 1870	32,221 97
1269	1297	November 9, 1870	November 10, 1870	50,773-46
1363	1398	November 30, 1870	December 1, 1870	4,480 50
1364	1397	November 30, 1870	December 1, 1870	16,425 30
1382	1429	December 10, 1870	December 22, 1870	3,961 75
1423	1470	December 19, 1870	December 22, 1870	3,471 25
				179,247 55

Q. Do you know to whom these drafts were indorsed, if to any one?—A. They are all indorsed to J. W. Bosler, and by him indorsed to Jay Cooke & Co., New York.
(Witness produced the original drafts, which were all so indorsed.)

WASHINGTON, D. C., January 27, 1871.

General M. C. MEIGS sworn and examined.

To Mr. WELSH:

I am Quartermaster General of the United States Army. I have here a copy of the advertisement for proposals for the transportation of goods for my Department from March 20, 1870, to October 31, 1870.

Question. From and to what points?—A. From St. Louis to Sioux City, from Wyandott to Sioux City, and from Fort Leavenworth to Sioux City.

Q. Does it include from Sioux City up the river?—A. Yes, from Sioux City to Yankton agency, Fort Sully, &c. That is the Missouri River contract, as we call it.

The advertisement was put in evidence, as follows:

"Proposals for transportation.

"Sealed proposals will be received at the office of the Chief Quartermaster, Military Division of the Missouri, Chicago, Illinois, until 12 m., on Tuesday, February 1, 1870, for the transportation of Government troops, military, Government, and Indian supplies between the following points, as indicated during the time from March 20, 1870, to October 31, 1870, viz:

"From St. Louis, Missouri, to Sioux City, Yankton agency; Fort Randall, Whetstone Creek, Lower Brules and Crow Creek agencies; Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Wyandott, Kansas, to Sioux City, Yankton agency; Fort Randall, Whetstone Creek, Lower Brules and Crow Creek agencies; Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Fort Leavenworth, Kansas, to Sioux City, Yankton agency; Fort Randall, Whetstone Creek, Lower Brules, and Crow Creek agencies; Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Omaha, Nebraska, to Sioux City, Yankton agency; Fort Randall, Whetstone Creek, Lower Brules, and Crow Creek agencies; Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Sioux City, Iowa, to Yankton agency; Fort Randall, Whetstone Creek, Lower

Brules, and Crow Creek agencies; Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Yankton agency to Fort Randall, Whetstone Creek, Lower Brules, and Crow Creek agencies; Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Fort Randall to Whetstone Creek, Lower Brules and Crow Creek agencies; Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Whetstone Creek agency to Lower Brules and Crow Creek agencies; Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Lower Brules agency to Crow Creek agency; Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any other post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Crow Creek agency to Fort Sully, Big Cheyenne, and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any other post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Fort Sully to Big Cheyenne and Grand River agencies; Forts Rice, Stevenson, Buford, Camp Cooke, or any other post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Big Cheyenne agency to Grand River agency; Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Grand River agency to Forts Rice, Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Fort Rice to Forts Stevenson, Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Fort Stevenson to Fort Buford, Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Fort Buford to Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"From Camp Cooke, or any post that may be established at the mouth of the Muscleshell River and Fort Benton.

"Proposals are also invited for the transportation of troops and supplies, during the season, from March 20, 1870, to October 31, 1870, from Chicago, Illinois, via Sioux City, Iowa, on through bills of lading, to all the points above Sioux City, that are above specified.

"Bidders will state the rate, separately for each month, from March 20 to October 31, 1870, inclusive, the date of starting, to determine the rate to be paid, at which they will perform the service from each of the starting points to the several points of destination above named, as follows:

"1st. The rate at which they will transport each officer and soldier (cabin passage to be provided for officers, and for soldiers necessary facilities for cooking their rations, which will be supplied by the Government.)

"2d. The rate per 100 pounds at which they will transport supplies.

"3d. The rate at which they will transport horses, mules, cattle, ambulances, carts, wagons, &c., (troughs for feeding the animals to be provided by steamboat.)

"A just preference will be given to parties who own and control boats. Boats will be expected to always give the Government freight the preference, and in no case will be allowed to carry private to the exclusion of Government freight.

"The contractor will be required to transport stores by land in the event of failure by water; and all stores received by the contractor for transportation must be delivered at their destination within the year 1870.

"Bidders will please give the rate at which they will furnish transportation down stream—though for that exclusive purpose no boat will be required to go up stream unless to bring down at least 160 tons of Government freight. The contractor for transportation from Chicago will not be required to furnish any down-stream transportation.

"In case the contracting party fails to carry freight as required, the Government reserves the right to furnish transportation at the expense of the contractor; and nothing herein contained shall be so construed as to prevent the Government from transporting its supplies on any of its own boats.

"Bidders are informed that no boat loaded with Government stores will be allowed to go above Sioux City, Iowa, drawing over three and one-half feet of water. As no boats will be required to go to points above Sioux City with less than one hundred tons,

bidders will state the rate at which they will transport detachments of troops of 100 or more, without freight.

"Bidders should give their names in full, as well as their places of residence, and each proposal must be accompanied with a bond in the sum of \$10,000, signed by two or more responsible persons, guaranteeing that, in case the contract is awarded to the person proposing, it will be accepted and entered into, and good and sufficient security furnished by said party, in accordance with the terms of this advertisement.

"The contractor will be required to give bonds in the sum of (\$100,000) one hundred thousand dollars.

"The party to whom the award is made must be prepared to execute the contract at once, and to give the required bond for its faithful performance.

"The Government reserves the right to reject any or all bids that may be offered.

"Copy of blank form of contract both for transportation from St. Louis, Mo., and Chicago, Ill., to be entered into in the event of award, and blank forms of proposals can be had by application to this office, to the office of the chief quartermaster Department of the Missouri, St. Louis, Mo.; chief quartermaster Department of the Platte, Omaha, Neb.; to Brevet Lieutenant Colonel James M. Moore, quartermaster Fort Leavenworth, Kan.; and to Captain James Gilliss, assistant quartermaster, Sioux City, Iowa.

"Proposals for transportation from St. Louis, &c., should be indorsed 'Proposals for Army transportation on the Missouri River, from St. Louis, Mo., &c.,' and those for transportation from Chicago, 'Proposals for Army transportation from Chicago, Ill., to points on the Missouri River,' and addressed to the undersigned.

"By order of the Quartermaster General.

"D. H. RUCKER,

Asst. Q. M. Gen'l U. S. Army, and Chief Q. M. Military Division of the Missouri.

"ja.5;d&std."

Q. Did that include the transportation of Indian goods?—A. I understand that it did. It states that it is for the "transportation of Government troops, military, Government, and Indian supplies, between the following points."

Q. Have you an estimate of the amount of goods shipped by your Department under that contract?—A. I have a statement made from the monthly reports of freight transported up the Missouri River, under that contract, in 1870, but it is not quite perfect, because we find that the reports of Colonel Holabird for September and October have not been received at the Department.

Q. What was the total amount of freight transported under the contract during the year 1870?—A. Nine million five hundred and thirty-six thousand four hundred and eighty-eight pounds; but there is no report for November.

Q. What was the amount that your contract allowed to be transported?—A. The contract was for 20,000,000 pounds.

Q. Then that would leave a surplus of 10,464,000 pounds, which might have been availed of by the Indian Office under that contract.—A. If the Indian Office had called upon the Quartermaster's Department to transport its goods they would have been transported.

Q. At the contract prices?—A. Yes; unless we found that we had exceeded our quantity. That is so important a question that I cannot answer positively without knowing precisely what the contractor would claim that he had transported. At the end of the month the officer sends to us a consolidated report of stores and goods transported, in which he says that he has delivered for transportation so many million pounds, and if the contractor ever raises the question that he has transported more than he agreed to do we do not depend entirely upon these reports, but we go into an examination of the matter. I find that the quantity returned for September is only 26,788 pounds, but I presume that when we get all the returns in the amount will be over 600,000 pounds. The quantity for October is 605,284 pounds.

Q. Do you think there would have been any doubt, if the Indian Office had asked transportation for 3,300,000 pounds up the Missouri River under that contract that it could have had it?—A. I think there is no doubt of it, but I cannot say positively unless I am certain of these figures. Our contract was made to cover the Indian goods, at the request of the Interior Department.

Q. How long would it take you to get your figures accurate, by telegraph or otherwise?—A. I have already telegraphed for the report of Colonel Holabird. Whenever I get it I will send it to the committee, and if I find any other correction of these figures I will send it.

By Mr. BECK:

Q. Your official reports show that you could have transported as much as 10,400,000 pounds under this contract over what you did transport?—A. I think so. If the Indian Department had called upon the Quartermaster's Department to transport its goods, it would have been done whether under this contract, or under a supplementary contract,

or by an extension of the contract. In advertising for proposals, we fix a very low figure for the lowest amount and a very high one for the highest.

By Mr. WELSH :

Q. If the Indian goods had been shipped in August or September, then your October returns would not have counted at all?—A. No, sir.

By Mr. CHIPMAN :

Q. I suppose you can state with sufficient certainty that there was a margin to cover Indian goods?—A. I judge that there was, but I will not say positively that there was without seeing the figures; but I can say positively that we would have transported Indian goods, either under this contract or under some supplementary contract.

By Mr. SARGENT :

Q. Would you have had any difficulty in getting as fair rates under a supplementary contract as under this contract?—A. I cannot say as to that. The contract is awarded always to the lowest bidder who will give satisfactory security to make it likely that he will fulfill his contract.

Q. Is that the best way to get a low contract for transportation?—A. Unquestionably it is.

Q. Is it the way always pursued by your office?—A. Yes, in all large contracts. We never pretend to make a large contract without advertising.

Q. In advertising do you find much competition in that region for contracts?—A. I have brought an abstract of the bids received under this advertisement. I find here the names of eight bidders, as follows: H. E. Cutting, Hiram K. Hazlett, W. J. Kountz, Durfey & Peck, C. M. Seaman, Joel Lawrence, Bartou Able, and Durfey & Peck. The successful bidder was Hiram K. Hazlett.

Q. Do you know whether Mr. Hazlett had any connection with the Northwestern Transportation Company?—A. I do not know anything about Mr. Hazlett. We let our contract to the lowest bidder, if his security is good. We do not inquire into his general character or antecedents; we depend more upon his security than upon himself.

By Mr. CHIPMAN :

Q. You say that if you had been called upon to transport these Indian goods you would have done it, even if you had been required to supplement the contract by another one?—A. Yes, sir.

Q. That is simply in obedience to the order of your superior, the Secretary of War?—A. Yes.

Q. You do not know whether at the time the goods were actually shipped they could have been shipped under this contract?—A. I do not know at what time the goods were shipped. I am a stranger to all this investigation.

Q. That contract expires on October 31?—A. I think so.

Q. In speaking of the contract and its interpretation you simply speak from your own opinion of what the contract embraces; you do not pretend to give a judicial construction of the contract in regard to the rights of the Department and to the rights of the contractor?—A. I give my opinion, derived from having read the contract and from some experience in the business. I should like to say that of course the Quartermaster's Department did not undertake that transaction as a voluntary business; whatever we do for the Indian Department is done by order of the Secretary of War, and, as I understand in this case, at the request of the Interior Department and of the Indian Bureau.

By Mr. WELSH :

Q. Do you know whether last year the Indian goods were not sent up the river through the Quartermaster's Department?—A. I do not know whether they were or not. I know that we provided for their transportation.

By Mr. LAWRENCE :

Q. Did the Commissioner of Indian Affairs know that he could avail himself of the benefits of your contract for carrying Indian goods?—A. The Commissioner of Indian Affairs, as I understood, wrote a letter to the Secretary of the Interior Department, which was sent to the Secretary of War, requesting us to provide transportation.

Witness presented the following statement of shipments:

<i>Statement of shipments made on the Missouri River during the year 1870 of pound freight.</i>	
1870.	Pounds.
March	740, 905
April	2, 589, 447
May	2, 278, 531
June	1, 963, 065
July	73, 363

1870.	Pounds.
August.....	1,007,689
September.....	*26,788
October.....	605,284
December.....	251,416
	<hr/> 9,536,488 <hr/>

Colonel Holabird has rendered no reports of transportation for September and October, 1870.

The amount of freight to be transported is limited to twenty million pounds.

Respectfully submitted,

M. I. LUDINGTON,
Quartermaster United States Army.

QUARTERMASTER GENERAL'S OFFICE, January 27, 1871.

WASHINGTON, D. C., January 27, 1871.

JAMES A. SMITH sworn and examined.

By Mr. WELSH:

Question. Are you owner of any boats on the Missouri River?—Answer. I am part owner of one boat at present, the Miner, Captain Hawley.

Q. Do you know whether that boat carried any Government or Indian freight up the river at any time this season?—A. I understand that it did.

Q. Do you know the rates of transportation?—A. There have been various rates paid for taking it up, ranging, I think, from 50 cents up to \$1 50. It was taken up from Sioux City; I cannot tell you to what points—to some of the reservations; perhaps to all of them. The boat has brought up, I believe, a number of cargoes of Indian goods.

Q. Do you know for whom she carried those goods?—A. For the Northwestern Transportation Company, I understand.

Q. Do you know whether that company's boats took the Indian freight up this season?—A. I do not know it of my own personal observation.

Q. Have you any way of ascertaining the rates of freight?—A. I have seen memoranda of the prices that have been paid: \$1 50 was the highest, and, I think, 50 cents was the lowest.

WASHINGTON, D. C., January 31, 1871.

JAMES G. BLUNT sworn by affirmation and examined.

By Mr. BECK:

Q. State your age, residence, and occupation?—A. I am about forty-four years of age, I reside in Leavenworth, Kansas. As to my occupation, it is pretty hard to tell. I am engaged in so many things. You may put me down as a farmer perhaps with as much propriety as anything else. I am also engaged as an attorney in prosecuting claims for various parties.

Q. State as fully as you can, without being asked specific questions, all your connections with the payment made to the Quapaws at the time that Mr. Williamson acted as paymaster?—A. In the winter of 1856-'67 a delegation of these three little tribes—the Quapaws, the Senecas, and the mixed Senecas and Shawnees—came to me in Washington, and requested my services to secure an indemnity for their losses in the war, stating that they were fully authorized by a council of their people to employ an attorney and to execute a proper power of attorney, and to make such contracts as they might deem advisable in the matter. I at first declined, on the ground that I thought the prospect of securing payment was so improbable that it would not justify me in spending time and money for a contingent fee, as they proposed to give me. They offered me one-third of all that I might collect, I to take all the risk and pay all the expenses. When I declined to accept the proposition, they said that if that fee was not enough they would give me one-half. I replied to them that if I succeeded one-third would compensate me liberally, and that if I did not succeed the offer of one-third was just as good as the offer of one-half or of two-thirds. I did finally accept the proposition and with very little hopes of success, and they had very little hopes. It was when Mr. Bogy was Commissioner of Indian Affairs. I assisted him in making the treaty, and I got a provision in the treaty providing for a commission to investigate and prove up claims for those losses, and appropriating in the treaty \$90,000 for the payment. If the claims proved up should amount to any thing more than that they were to be paid out of that \$90,000 *pro rata*. The treaty was not ratified at that session, and I came back the next winter and was here all that

* The above are from official reports received to date. It is probable that shipments of September were in fact as great as in October, but in the absence of actual official returns no certainty is obtainable.—M. C. MEIGS, Quartermaster General.

winter. No action was had on the treaty until after the impeachment trial in 1868, when it was taken up, and was referred to Mr. Morrill of Maine, as a sub-committee. I consulted Mr. Morrill in regard to the matter, laid all the facts before him in regard to the manner in which those Indians had to abandon their homes, and in regard to their subsequent conduct and loyalty during the war, all of which I was familiar with because I had to take care of them, they being within my command, and a good many of their young men having enlisted in the army in regiments under my command. Mr. Morrill assured me that that provision in the treaty should be retained, and he told me that I could write to the chiefs and headmen of the tribes assuring them that the treaty would be ratified, and that that provision would be retained, and that the ratification of the treaty was only a question of time. I did so. I supposed then that I had a sure thing on saving the provision. I wrote to those parties, as suggested by Mr. Morrill, to keep them quiet, as they were continually writing to me and manifesting a great deal of anxiety. About four days before the adjournment of Congress, I discovered, by the merest accident, that the Senate Committee on Indian Affairs had amended the treaty of several matters, among which was to strike out this entire article providing for the settlement and payment of those Quapaw and Seneca claims. I immediately came up to the Capitol, consulted different members of the committee, got them to reconsider their action, and finally got in a provision which ultimately resulted in the payment of those claims, but which was different, however, from the original provision in the treaty, as it provided only for a commission to investigate and approve of those claims and to report to Congress, leaving the whole matter optional with Congress whether it would make provision for the payment. The claims were finally approved, and Congress made an appropriation for their payment, and they were paid by Mr. Williamson. The money was paid to the Indians. The Indians receipted for it, and paid me as they had agreed to.

Q. What was the amount of the payment?—A. The amount of the payment was \$90,000.

Q. Out of which you received how much?—A. Out of which I received just one-third, \$30,000.

Q. Was that payment to you made at the same time and in the same building that the payment was made to the Indians?—A. It was.

Q. Was it arranged beforehand that it should be so done?—A. No, sir.

Q. How did you come to get admission into that building to make that settlement at the same time that the paymaster was paying the Indians?—A. There was no objection made that I know of. I was in the habit of going wherever a free man has the right to go and where there is no interdiction or authority for keeping him out. It would have been the same if I had gone into the woods half a mile off. I am sure that no Indian would have brought away a dollar of his money until he had paid me what he had agreed to.

Q. Had you made an agreement with each of the Indians?—A. No, sir; the agreement was originally made with the delegation that came here for that purpose. They were fully authorized by their people to make an arrangement, and upon their return from Washington, after they had executed a power of attorney to me and the contract, they called a council together, and ratified, as I was told by the chiefs, the agreement which they had made with me about a year subsequent to that time. Each Indian executed a separate contract.

Q. Who got up those contracts for you?—A. Those contracts were got up by Mr. Snow.

Q. Who is Mr. Snow?—A. A man who had formerly been their agent. When the commission was appointed in the winter of 1868-'69, and went down there to make their investigations, the Indians expected that I would be there, as I had promised them, and as they were very anxious that I should be, to get up their case and to help them through to get their papers in shape, and to aid them in making up their claims. I had other business on hand, and was so situated that I could not go, and I employed Mr. Snow, who had at one time been their agent, and who was familiar with them and with all their circumstances, to go there in my stead, and to do what they expected myself to do. At that time I sent to him a blank form of agreement, which was in substance the same agreement as had been executed by the delegation, in order that the matter might be presented to each Indian and fully explained to him, so as to know whether there was any misunderstanding between the individual Indian claimants and the delegation in respect to the matter, to be sure that they all understood what had been done for them by the delegation, and that it should be certified by them, so that there should be no misunderstanding in the end.

Q. And those contracts were brought back to you signed by all the Indians?—A. Yes, sir; and witnessed by the interpreters.

By Mr. LAWRENCE:

Q. Did the commission go out there to investigate these claims?—A. Yes, the commission was out there some two or three months.

Q. Under the treaty?—A. Yes, under the treaty.

Q. What was the date of the treaty?—A. The treaty was ratified in 1868, just before the close of the session, after the impeachment.

Q. And this contract was made after the making of the treaty?—A. Yes, in 1869, after the making of the treaty.

Q. Then there was no act of Congress to allow the claims at that time?—A. No, sir; there was only an act appointing a commission, which commission was to report to Congress.

Q. There was no liability of Congress incurred to pay the claim; it was still an unliquidated claim?—A. The treaty only provided for an investigation.

By Mr. BECK:

Q. When did that commission report?—A. That commission made its report to the Indian Department, I think, two years ago this winter.

Q. The report of that commission was made after your contract was signed by all the Indians?—A. Yes, sir. The report was transmitted by the Secretary of the Interior to both houses of Congress without any recommendation.

Q. From whom did you get the list of names of all the Indians who signed that paper?—A. When the delegation came here in 1866-'67, they had a list of all the Indians, with a schedule of their losses, which they had got some parties down there to get up for them, and which was the basis of the treaty. It was on it that we fixed upon this \$90,000 as being, as we thought, sufficient to cover the amount.

Q. When was the payment made by Mr. Williamson?—A. Last October.

Q. Where did you meet with him and the gentlemen who were with him to make the payment?—A. I joined them at Leavenworth.

Q. How far was that from the point where the payment was made?—A. About 175 miles.

Q. Did you go from Leavenworth with them?—A. Yes, sir.

Q. Did you have any interview with the Indians, or make any speech to them prior to the payment?—A. No, sir; but I made a speech to some other parties who were there in the presence of the Indians.

Q. Who were they?—A. Mr. Lang, Mr. Hoag, the southern superintendent, Dr. Nicholson, and Mr. Earl.

Q. Did Mr. Williamson make any objection to your taking part in this payment and going into the house and receiving it, at any time?—A. He objected two or three times, and was a little out of humor at the delay which occurred in their making a settlement. He said he wished that that matter could be deferred and arranged afterward.

Q. Who was the Indian agent of the Quapaws at that time?—A. A special agent of the name of George Mitchell. These Indians used to be included with the Osages.

Q. Was Mitchell the attesting witness to your contract with those individual Indians?—A. A portion of those contracts are signed by Mr. Mitchell; I do not know whether they all are or not.

Q. Was he Indian agent at that time?—A. Yes; he was sub-agent.

Q. Were you aware, at the time those contracts were made, that there was any legislation by Congress prohibiting contracts of that character being made with the Indians?—A. No, sir; I was not. On the contrary, in 1868 there was a joint resolution passed by Congress, which recognized me as the attorney of other tribes of Indians in similar claims, and ratified a contract and compromise entered into by me and the representatives of the Choctaw and Chickasaw Nations, naming me as the attorney. That was in 1868. That is the only legislation I know of on the subject.

Q. Did it name you as acting under power of attorney?—A. It named me as the attorney of the Choctaw and Chickasaw claimants, and ratified a contract made with me on authority of the nation, and directed the Secretary of the Interior to carry it out.

Q. You were not aware that there was any act of Congress prohibiting an executory contract being made with the Indians?—A. I never heard of any. I always understood that a contract made with Indians was void; that is, that it could not be enforced by law; that whatever you had done for Indians in the expenditure of money or time in prosecuting claims, you had to rely upon their honor and good faith to carry out the contract.

Q. At the time you went to collect this money, was the money put in the hands of the Indians, and then your part taken out?—A. There were other parties there who had claims on the Indians for goods furnished to them on the order of Mr. Mitchell, a thing which, I believe, is very commonly done by Indian agents, and which is usually settled at the pay table when the annuities are paid. These parties were there, and a settlement of their claims was made. Mr. Mitchell held the book with the accounts of all the Indians, and superintended the settlement. The money was handed to them first, and they receipted for it; then Mr. Mitchell superintended the settlement of the claims for which they had given orders, and the money was handed over either to Mr. Earl or to Dr. Nicholson, one of whom was present all the time, sitting by me, for them

to make the division, and I took my money in every instance of one of those two gentlemen.

Q. All the money that was claimed to be due to the trader and due to you was paid before the Indian left the house?—A. Yes, sir.

Q. In your speech to those parties that morning, will you state to the committee what you said about the amount of money which you had already paid out of that \$30,000, and about the amount you still had to pay, and for what purpose?—A. Yes; I think my recollection serves me pretty well on that point, because I expected that the matter would be stirred, and I took particular pains to recollect. I was aware for a week prior to making that payment, that an effort was going to be made by certain parties to prevent the Indians carrying out their contract with me. I had been apprised of it. The Indians told me that the matter had been first agitated by a Mr. Tuttle, a Quaker, who was teaching school there among them, who had gone among them and advised them not to pay anything, and that failing to make any impression upon them, he had sent for reinforcements, and had got Mr. Hoag, Mr. Lang, and those other two gentlemen of whom I have spoken, to assist him. I was at the Quapaw agency a day before Mr. Williamson got there on his return from St. Louis with the funds, and two or three days prior to that, I had sent word to the chiefs and head-men of the tribes to have their Indians there on a certain day, that Mr. Williamson would be back and ready to pay them. Mr. Williamson failed to get back on the day fixed. Hence I went out to the agency to see them and to explain the reasons of the delay, and to keep them quiet and patient until he returned. Within a few minutes of my arrival there, almost simultaneously, came Mr. Hoag, Mr. Lang, Dr. Nicholson, and Mr. Earl. I had not at that time spoken to an Indian, although they were all around me there, and although some of them with whom I had personal acquaintance had come to shake hands with me. I had not spoken a word to them in reference to the payment. We all took dinner together at Mr. Mitchell's, and spent an hour or two in ordinary conversation. When I was about ready to go back to Seneca, to the hotel where I was stopping, about 8 miles from there, I said to those gentlemen that I was about leaving there for the time being, and that I should not return until Mr. Williamson got back from St. Louis with the funds, and that I wanted to make a little explanation to them in reference to my connection with the matter, and desired to do it in the presence of the Indians, so that if I misstated any of the facts, the Indians might correct me or know at least what I had stated. We were all of us sitting out under the shade of a big tree on the grass plat. I requested Mr. Mitchell to call the Indians inside the yard, so that they might be within hearing distance. He did so. When they were present, I, addressing myself to Mr. Hoag, Mr. Lang, and the other two gentlemen, told them that I was aware of the object with which they had come there; that I had been apprised of the fact that they were coming there to try to induce the Indians to violate the contract which they had entered into with me in regard to the payment for the services rendered in prosecuting their claims; and that, while I did not recognize their authority to interfere, or their right to interfere in what I considered a private business between me and individuals who were just as capable of transacting business as they were, yet I wanted that they should know all the facts in the case, and then they could do as they chose in the matter. I said that so far as the relations between the Indians themselves and me were concerned I had not the least apprehensions that they would affect me with the Indians. I then stated to them what I have stated here to the committee in regard to the manner in which I became identified with those claims and the prosecution of them; and I said to them, in conclusion, that I did not expect to see the Indians again until the payment commenced, that the money would be paid to them, and that it would then remain for them to pay me or not as they chose, but that I had no apprehension that they would not do what they had agreed to. I said that my dealings with the Indians heretofore assured me that those Indians would not act in bad faith; and I said furthermore, "I expect that they will remain here until payment, where you can be in communication with them all the time, and where you will have every opportunity to question them on every point that you see proper," (which I understood they did that night in council.)

Q. The point to which I directed your attention is this: how much money did you say you had paid out of the amount coming to you, and how much more did you say you had to pay?—A. There was a kind of general conversation between me and Mr. Hoag and Mr. Lang and the other gentlemen in regard to the matter, Mr. Lang and Mr. Hoag particularly claiming that it was a large fee. Well, I said, it would have been a large fee if it had been a fee guaranteed without any contingency attached to it; but it was the offer which they had voluntarily made to me, and which I had accepted; and that I had already paid out a good deal of money in expenses, and had obligated myself to other parties who had aided me and assisted me in the matter, whose obligation I expected to make good. I told them that I had expended, from the time I had been to work at Washington, for the better part of three years, somewhere in the neighborhood of \$5,000; that that would not more than cover the amount of

money already paid out, and that I had obligated myself to other parties, whom I had employed to assist me, to the amount of \$7,500, or one-fourth of the amount which they had contracted to pay me. Mr. Lang then said to me, "Yes, I suppose that you had to pay that amount to members of Congress and Senators to help to get the claim through, as I understand that no claim or appropriation of that kind can be obtained without resorting to such practices;" and then, turning to his company, he said, "That is one of the abuses that exist in Congress, and they have to be remedied there; we cannot help that here"—speaking of the matter as taking it for granted that that was the usual custom in obtaining appropriations.

Q. On that subject what did you say?—A. I said, no; that I had made no promise to any member of Congress, or to any one in an official station; that I had paid money to defray the expenses of others and of myself, and that I had placed myself under obligations to others whom I had employed as attorneys to assist me.

Q. Did Mr. Earl take notes of what you said at that time?—A. I do not know that any one took notes. Mr. Earl was there.

Q. Did you use this language, or language substantially similar to it—that you had paid out \$6,000 already, and that you had \$10,000 more to pay?—A. I may have made the statement that I had paid out \$6,000, and that the amount which I would have to pay out would make more than \$10,000, or more than \$12,000.

Q. Did you use this expression, or anything substantially like it, that you had "bought the claim and fought the claim through Congress"?—A. No, sir; I did not.

Q. Nor anything approaching to it at all?—A. I may have said that I had "fought it through," which I think I did, and I made a pretty hard fight too. I know that Mr. Lang used that language, and tried to put it into my mouth.

A. Did you pay any money, directly or indirectly, to any member of Congress, or did you make any promise, directly or indirectly, to pay any money to any member of Congress?—A. I did not.

Q. And you did not say anything to that effect that day?—A. No, sir.

Q. And if any one said so, it would not be true?—A. It would not be true. On the contrary, when I said that I had expended quite a large amount of money, and had obligated myself to pay more, Mr. Lang assumed that I had paid it to members of Congress, and said, "Yes, I suppose you paid that to members of Congress and Senators," and then, turning round to his associates, he said: "I understand that that is the way these things have to be got through."

Q. Do I understand you to say that you denied it?—A. I denied it. When he had finished his remarks, I replied to him, "No, sir; the money that I have expended has been for legitimate expenses for the last three or four years of myself and others, and what I have promised is to be paid to others, who assisted me as attorneys."

Q. Were they Government agents in any form?—A. No, sir; not at all.

Q. Neither Indian agents nor connected with the Government in any shape?—A. They were not connected with the Government at all.

Q. Are you at liberty to state who they were?—A. Yes, sir. There is but one man to whom I paid any money, except what I paid for expenses. When I found that I could not go down in the winter of 1869, when this commission went down to make out these claims, and to get up the case, as I promised the Indians I would do, I wrote to Mr. Snow, who was living near Lawrence, and employed him to go down and fill my place, and agreed to pay him one-fourth, \$7,500. He was not only to do that, but he was to assist me to the end of the prosecution of the claim, and was to do whatever was to be done.

Q. Where is Mr. Snow living now?—A. At Baldwin City, Kansas, near Lawrence. Mr. Snow went there and filled my place, and since then he has done everything that he could do in prosecuting the claim to final issue.

Q. What other Indians were interested besides the Quapaws?—A. The Quapaws and the Senecas, and the mixed Senecas and Shawnees. The \$90,000 were paid to them all as a confederate band.

Q. You spoke of your connection with the Choctaws and Chickasaws?—A. Yes.

Q. How much was paid you for that service?—A. The Choctaws paid me forty per cent, and the Chickasaws fifty per cent.

Q. Of what sums?—A. The Chickasaws got \$150,000, and \$25,000 were taken out of that, and then I got 50 per cent. of the balance. Twenty-five thousand dollars were taken out of the \$109,000 for the Choctaws, and I got 40 per cent. of the balance of that.

Q. Do you know how much of the remainder was taken out by others before the Indians got their portion?—A. The money was presented to the Indians, and they settled with me in the same way that the Quapaws did; they came to me directly. I was present at the payment, and when they got their money they came and paid me.

Q. Was there not a large number of claims taken away from the Indians there also?—A. No, sir; there were no claims taken out there. There were some parties on the ground at the payment, but they were not at the pay table. I was not present when the settlement was made with them. There were some few merchants who had sold them goods on trust, and they were there to collect the money.

Q. Who was the agent at that time who made the payment?—A. He was a special agent, named S. S. Smoot.

Q. Did you go there with Mr. Smoot?—A. Yes.

Q. And the payment was conducted very much in the same way as Mr. Williamson paid the Quapaws?—A. Yes, sir. That is the payment for which Congress passed a joint resolution directing the Secretary of the Interior to pay according to the terms of the contract entered into between me and the representatives of those two nations.

Q. Was that contract laid before Congress?—A. It was.

By Mr. SARGENT:

Q. Was the amount of the compensation that you were to receive stated in the contract?—A. No, it was a mere contract between me as representing the claimants, and the delegation representing the Choctaw and Chickasaw Nations, to make a compromise with me in the settlement of this matter after the commission had been appointed to go on down to investigate these claims. Mr. Browning and Mr. Bogy both opposed it and fought it, and advised the nation to defeat it if they could, claiming that those Indians were rebels to the confederacy and should not receive any pay.

By Mr. BECK:

Q. For what other Indians have you been acting as agent?—A. I am acting now as attorney for the Eastern Cherokees.

Q. In their claim before Congress?—A. No, sir; it is a question of controversy between the Eastern Cherokees and the Western Cherokees, the Eastern Cherokees claiming that they have the right to participate in the personal property and funds arising from the sale of portions of their country, which right the Cherokee Nation denies.

Q. What other Indians do you represent?—A. I am attorney also for the Miami tribe of Indians in Kansas for the settlement of their business.

Q. Have you been agent or attorney for any other tribes who received payment from the Government for the last two or three years?—A. No, sir; these are the only two cases. The Choctaws and Chickasaws were one payment and the Quapaws another.

Q. Do you say that Congress was advised at the time it passed the joint resolution for your benefit of the amount that you were to receive?—A. I do not know that it was advised of it. I know that the matter was stated on the floor of the House and was discussed for two morning hours. The Globe will show the debate that took place on that joint resolution, and will show that it was stated on the floor of the House that I was attorney for these people and had a contract by which I was to get 40 per cent.

Q. Was that stated by your friends and by your authority?—A. No, sir; it was stated by persons who opposed the resolution.

Q. Did your friends deny it?—A. No, sir; they did not.

Q. Did Congress know the facts at the time it acted on this thing?—A. I do not know whether Congress knew them or not. It was not my business to tell them. Congress could have known it if inquiry had been made of me. I had nothing at all to keep back or to conceal.

By Mr. LAWRENCE:

Q. Do you know of any improper agency to influence the legislation of Congress on this matter at all?—A. None at all; none whatever.

Q. By the use of money or otherwise?—A. No, sir. It was a straightforward business transaction, and was prosecuted on its merits as much so as anything that I had ever anything to do with.

Q. What was the claim for?—A. In 1862, before our lines were extended beyond the Quapaw country, the rebels had come up there and occupied Southwestern Missouri and made a raid on these people and tried to force them into the confederate service. They had commenced abusing them and stealing their property, and they, for protection, got up and stampeded, abandoning their property and coming within our lines. The rebels destroyed their buildings and property. This provision to compensate them was put in as an amendment to the appropriation bill in the Senate. It came from the Committee on Indian Affairs in the Senate.

Q. At whose instance was it put in in the Senate; who moved the amendment?—A. I think the chairman of the Committee on Indian Affairs moved the amendment. It was agreed to in committee.

By Mr. PECK:

Q. Was that amendment urged before the committee by you?—A. Yes, sir. The committee sent it back to the Commissioner of Indian Affairs, as it had been transmitted from the Secretary of the Interior without any recommendation in the matter, and the committee had no time to go over all the evidence in the case for an opinion and a recommendation. It was in the office of the Commissioner of Indian Affairs for

three or four weeks, and was returned with the recommendation that the claim be cut down 20 per cent. I never could see any reason for that recommendation, or any argument for it. If the claim was allowed at all, it should have been allowed for the full amount lost. Then I went before the committee, and I went to different members of the committee and argued the case with them, and finally I got them to compromise and agree upon the original amount put in the treaty, \$90,000, which was about \$12,000 more than the Indians would have got if the recommendation of Colonel Parker had been followed.

Q. Did you appear before the Committee on Appropriations of the House?—A. No; it was not before that committee. After it had been referred back to the Commissioner of Indian Affairs, and before it was returned again, the Appropriation bill had passed the House and was in the Senate.

Q. How often did you appear before the Committee on Appropriations in the Senate?—A. I think I was only there once, but I spoke to different members of the committee several times, whenever I had an opportunity to meet them.

By Mr. SARGENT:

Q. How do you know that the matter was not considered by the Appropriation Committee in the House?—A. The provision was put in as an amendment in the Senate, and was considered by a committee of conference.

Q. Did you see any member of the Committee on Appropriations of the House of Representatives in reference to it?—A. No, sir.

Q. Did you see any member of the committee of conference in regard to it?—A. I did not see any myself, but I requested Mr. Clark, the member from Kansas, to see the Appropriation Committee and see if they would consider it. That was after it had passed the Senate. I think I saw Mr. Clark one day and asked him to speak to Mr. Sargent about it. I saw him the next day, and he told me he had spoken to Mr. Sargent about it, and that the appropriation bill had been considered, and that there would be no chance to bring the matter up again in the Appropriation Committee, as they had got through with the matter. There is one matter which I wish to state here because it has been charged or intimated that there was some collusion between me and Mr. Williamson. I desired this Quapaw payment to be made by Mr. Hoag. Before I left Washington, after the adjournment of Congress, in the latter part of July, I went to Secretary Cox on two different occasions, stating the facts in regard to this claim; that I represented these people; that they looked to me for the money, and to nobody else, because they never did rely upon anybody else; that the appropriations had been made; that the Indians were very clamorous for their money, and were continually writing to me to know the reason why the payment was not hurried up, and saying that I would like to have the payment made as soon as possible, and desired that it should be made by Mr. Hoag. I told Secretary Cox that I had some interest in it, but that I did not ask any protection from the Government, or that my interest should be recognized, but that I wanted the money paid into the hands of the Indians, and that I did not want the Government to go out of its way to try to induce the Indians not to carry out their obligations to me, but that I was willing to rely upon their integrity and honesty. The last time that I made this application, Mr. Clark, of Kansas, was present in the room when I was talking to Secretary Cox about it. The Secretary said that the money should be sent out for payment as soon as it was got on the books of the Treasury Department, so that the Department could make requisition for it. At the same time he said that Mr. Hoag's duties were such that he might be pressed for time and might not be able to make the payment very soon, and that, in case he was not, he, Mr. Cox, would appoint a special agent to make the payment; but he assured me that the payment should be made by the 15th of August.

By Mr. BECK:

Q. Were you on the bond of Mr. Williamson?—A. I was.

Q. How did you come to be on his bond?—A. Because Mr. Williamson requested me. At the time I went on his bond I was not aware that he was going to make the Quapaw payment. I expected at that time that it would be made by Mr. Hoag. He was to make the Creek payment of \$90,000, in which I had no interest at all, and he asked me to go on his bond. Afterwards the Secretary determined that Mr. Williamson should make all these payments—the payment to the Quapaws and Senecas and the payment to the Peorias and the Pottawatomies.

By Mr. SARGENT:

Q. Did your having an interest in any payment induce you to go on Mr. Williamson's bond?—A. Not at all, sir; I went on his bond as I have gone on many other people's bond, without any interest in the matter.

By Mr. BECK:

Q. How long had you known him?—A. Four or five years.

Q. What relationship had existed between him and you, business or otherwise, that you should go on his bond?—A. No more than existed between me and any other man that I was acquainted with. I thought him a man of integrity, and as he wanted me to go on his bond I did so.

By Mr. SARGENT:

Q. Did he give you any special reason for going on his bond?—A. No; I had been very intimately acquainted with Mr. Williamson for four or five years. I had had a good deal of business with the department and became acquainted with him in the transaction of my business. I have gone on the bonds of men with whom I was not half as well acquainted as I was with Mr. Williamson.

By Mr. BECK:

Q. There are some letters here from you relative to the transactions of the Choctaws and Chickasaws?—A. Yes, sir; I stated the facts in those letters.

Q. Have you any objection to their being made part of this record?—A. Not at all, sir; I have no objection to anything which I do being made public. I do nothing which I am not willing that the world should know, in connection with the Indians or anything else. There is another matter which I wish to state in reference to Mr. Mitchell. I never saw Mr. Mitchell in my life until I met him at the time of that payment down there.

By Mr. SARGENT:

Q. Who induced Mr. Mitchell to witness these powers of attorney?—A. I do not know. I had nothing at all to do with it. Mr. Snow may have requested him to do it. Mr. Snow had a good many of them got up when he was there. Most of them were got up when the claimants came in to make their claims. Mr. Mitchell was careful that, in every instance, the interpreter should be present, and, when the Indian did not understand English, (as many of them do understand it well,) that the contract should be read and interpreted.

Q. How do you know that, if you were not present?—A. I know it from the statements made to me by the Indians themselves, the chiefs and others. Mr. Mitchell did it merely to protect the interests of the Indians, so that every Indian should know what he was signing.

Q. Was Mr. Snow the agent at the time he got up these contracts?—A. No, sir; he had not been the agent for two years. He had nothing to do, in any official capacity, with the Indians for two years. He formerly had been agent with those Indians.

WASHINGTON, January 31, 1871.

J. W. BOSLER sworn and examined.

By Mr. WELSH:

Question. Where do you reside?—Answer. Carlisle, Pa.

Q. Are you familiar with cattle contracts?—A. I should be.

Q. What do you consider a fair difference between selling cattle for immediate delivery on the Missouri River, and keeping them during nine months, during the winter months, and delivering them as needed, week by week or month by month?—A. There is a difference, but it would require some calculation to get at it.

Q. Would you, for one and one-quarter cents a pound, take that difference?—A. That is a hard question to answer; it would depend entirely upon the state of the country that the delivery was to be made in. There are some times when the difference would be three or four cents a pound, and at other times would not be anything.

Q. Did you not tell me, that for one and one-fourth cents a pound additional, you would not take the risk of delivering cattle week by week, keeping them for nine months. Did you not tell me that in my library in Philadelphia?—A. I will tell you emphatically that I did not; and I will also say by way of explanation that I did not consider myself at all responsible for anything I said to you on that occasion, from the fact that I discovered very shortly after I had been there, although invited, that you were acting as a detective; but I did not say that; and now I will explain to you what I did say. Mr. Welsh assumed that one and one-fourth cents a pound would pay the difference, and he asked me, after arguing on that premise of his own, "Do you not think it would?" My answer was that perhaps it would.

By Mr. SARGENT:

Q. At whose house did this conversation take place?—A. At Mr. Welsh's, in Philadelphia. My brother had been up the Missouri River and stated to me that he had met Mr. Welsh, and that Mr. Welsh wished to see me. Mr. John H. Charles, of Sioux City, wrote me a letter stating that Mr. Welsh desired to see me, and had requested him to say so. Reverend Mr. Hinman also sent me word that I should by all means go to see Mr. Welsh, as he wanted to talk to me upon Indian matters up the Missouri River.

When I heard that Mr. Welsh had returned I addressed him a letter setting forth these facts and stating that at any time and place he suggested I would be ready to meet him. I received a letter at Washington, forwarded from New York, stating that Mr. Welsh had received my letter and would be glad to meet me at some time, mentioning the time, and that I should telegraph him if I would come. Of course the time had expired, and I did not see Mr. Welsh. I went to my home in Carlisle, and was detained there for quite a while, my family being sick and my little boy having died; and after I had an opportunity to communicate with Mr. Welsh, I telegraphed to him that I would meet him the next day, if agreeable, or something to that effect; that I could be from home only one day; and his answer was, to meet him between such and such an hour; and I went there to meet him.

By Mr. WELSH:

Q. What interest have you in the contract of J. W. Morrow for beef?—A. I have got a half interest in the contract.

Q. Did Governor Carney, or any one else, offer \$40,000 to have that bid withdrawn?—A. Not to my knowledge. Mr. Welsh in that same conversation assumed that Governor Carney had offered \$40,000, and my answer was that I had so heard it reported. I have never seen Governor Carney, and was not here when the contract was let. It was mere outside conversation and talk that such and such an offer had been made.

By Mr. SARGENT:

Q. Whom did you hear say that such an offer had been made?—A. I heard Mr. Welsh say it for one, and I believe I heard it in Chicago. I think I heard Mr. McCormick, of Omaha, say it. It was just a floating conversation.

Q. Is Mr. McCormick a partner in this contract?—A. Yes. I think I heard him say so, but I am not sure. It was a mere unfounded rumor.

Q. If the statement was made to you by a partner in the contract, would you class it an unfounded rumor?—A. Yes, I would, for this reason, that at the time he made that statement, if he made it, he did not know that I was a partner. I will not say that it came from him, it is just an idea that I have.

Q. At what time did you get an interest in Morrow's contract?—A. I met Mr. Morrow in Chicago, and he told me that he was coming out here to bid on this contract, and he asked me if I would join him. I told him I had put in a bid for the contract myself. A general conversation took place, in which he said that if I would join him, and furnish him with some money in connection with some friends of his, he would like to have me do it. I told him that I had every confidence in his capacity to execute the contract. I said that if he would go up the country and attend to the contract, I would like to join him, but that I would not go up the country and spend the winter there, attending to the business operations of the contract, under any circumstances, or for any amount of money. He said that he would do it, he and some parties whom he had with him, and I told him I would join him. I wanted to know what bid he would put in.

Q. Did he tell you?—A. No, sir; he did not.

Q. Did you go into the contract without knowing his bid?—A. I did. He said, "I will bid at such a price as will enable me to carry it out and make some money." I said, "I know you are thoroughly posted on this business, and if you give your personal attention to it I will join you." He said, "there is no use in fixing upon a price; just let me fix that."

Q. Had you not a bid for the same contract?—A. I had a bid in for a week before. The time for letting the contract had been postponed for a few weeks.

Q. His bid was to come in competition with yours?—A. Yes; I told him just what my bid was. I agreed to take an interest in anything he did.

By Mr. WELSH:

Q. Was your agreement to take an interest made after the extension of the time of letting the contract?—A. Yes; I think it was.

Q. When you came to me at my library, state whether I did not tell you that I had heard that an offer of \$30,000 had been made by Governor Carney to have this bid withdrawn, and you replied specifically that \$40,000 had been offered?—A. My recollection is that you did not put it in that way, although, as I stated, I had made up my mind, when you sat down there and made your speech, and told me how much you thought of me, and of everything I had done, and of the appreciation you had of my character and business reputation, and how you had investigated me, and told me you were glad to know you had found everything in connection with me entirely proper and right, I made up my mind, I say, that you were acting the part of a detective, and that I would hear you talk, and say as little as possible myself.

Q. You have not answered the question yet.—A. I do not recollect what may have been the conversation in regard to that, but I do recollect that you assumed in your argument that Governor Carney had offered a certain amount to have the bid with-

drawn, whether \$30,000 or \$40,000 I do not know, and my answer to you was that I had so heard such a report.

Q. Do you recollect my telling you that although I had heard a good account of you in your contracts with the Government, yet that in this connection I believed you had got into very bad company, and that they had misled you?—A. I remember something of that, and I asked you what you meant by it.

Q. What did you pay for flour in Sioux City in September?—A. Three dollars a sack, containing a hundred pounds.

Q. To whom did you pay that price?—A. To John H. Charles.

Q. Have you the bills?—A. I have.

Q. Can you produce them now?—A. I have not them here.

Q. What number of sacks did you buy from him at three cents a pound?—A. Something over 20,000 sacks; I forget the exact amount.

Q. What did you pay for flour in Yankton at that time?—A. I bought that flour from Mr. Charles.

Q. Do you know what was paid for it by him?—A. I do not; I have not the least idea in the world.

Q. What did you pay for the flour that was bought under the contract of 17th of June, and where did you buy it?—A. I bought part of it at Sioux City, but I cannot answer definitely as to the price, for I bought it from a number of different parties. I bought some flour at Omaha, which I shipped up there, and I cannot tell you what I paid for it. I paid from \$2 50 to \$3 a hundred pounds. I did not buy a sack less than \$2 50, including freight to Sioux City, but I cannot give the exact amount.

Q. What freight did you pay up the river at that time?—A. One dollar and ninety cents per hundred pounds.

Q. From where to where?—A. From Sioux City to all the reservations—an average of \$1 90.

Q. Were you a party to the bargain for the transportation of flour, pork, and other goods, made by Mr. Woolworth?—A. I was not interested in any shape whatever in their contract.

Q. Were you the custodian of the money?—A. I collected Mr. Woolworth's bills. I was delivering flour to the Government under a contract with the Commissioner, and was to be paid for it on the receipted bills of lading of the Northwestern Transportation Company, that being the evidence to the Indian Office of the delivery of the flour; and I insisted of course upon their sending the bills just as fast as they could. Mr. Woolworth asked me if I would collect his bills, as he knew that if he sent them to Washington it would take from one to two months to collect them; but that if I would take them with my own, and give my personal attention, I could get it done in a few days. I told him that I would do so, and he said he would send his accounts right to me and for me to collect them. He suggested that I should collect the drafts and indorse them, and that he would draw upon me for the amount. I told him that I would not like to do that without some authority, and he gave me written authority to sign his name to drafts. I did so and collected all the accounts. He telegraphed to me what to do with the money. I placed part of it to his credit in New York and in Sioux City, and he drew upon me for part of it.

Q. Had you a power of attorney from him to indorse?—A. I had a letter from him stating that he gave me authority to sign his name as secretary of the Northwestern Transportation Company to all drafts or evidences of debts that might be paid.

Q. Then you wrote his name without saying that you did so as his attorney?—A. Yes; that is, I wrote his name by authority, signed his name to the draft and collected the money; the draft was made payable to his order.

By Mr. BECK:

Q. How many contracts had you with the Indian Department in 1870?—A. I had a contract to furnish this beef in question, the contract of the 17th of June, and I had the extension of that contract of the 10th of August.

Q. And you were a half-partner in the Morrow contract?—A. Yes.

Q. Had you any right or authority to purchase bacon in Chicago for the Indian Bureau?—A. Yes, I had a contract for bacon; that was obtained under an advertisement.

Q. Your contract of June was a private contract?—A. Yes.

Q. And your extension of August was a private contract?—A. Yes.

Q. And your contract for bacon was made under an advertisement?—A. Yes.

Q. Were you the lowest bidder for the bacon?—A. I so understood it, and my bid was accepted.

Q. How did you come to obtain the contract of 17th of June; had you ever known General Parker before that time?—A. I met Mr. Parker in 1867 or 1868, the time when he and General Sully were commissioners to go West to negotiate some matters with the Indians; General Sully introduced him to me at Omaha; I probably did not talk to him for five minutes on that occasion, and never saw him again till last April, when

I called in his office and introduced myself, and asked him if he required any flour or subsistence of any kind for the Indians up the Missouri River; he told me that he did not, that they had a contract under the Commissary Department which was being filled, and that that would last until the 30th of June; that they had no appropriations for continuing the subsistence of the Indians beyond that time, and that he had no knowledge exactly what arrangement they would come to after that time. I said that I had been living in that country a good while, and doing business there; that I was extensively engaged in produce, and that if he wanted anything I would like to furnish him; Mr. Parker spoke then of General Sully's name, and said that he knew I was a reliable contractor in that country, and that if he needed anything he would be very glad to call upon me; the whole conversation probably lasted five minutes; I did not even sit down.

Q. Where were you in June when you next saw him?—A. I stepped into his office four or five times between April and June, and asked him if he wanted anything in my line; he said no, that if he did he would let me know, or something to that effect; not very long before I made this contract I stepped into his office and he told me that he did want some supplies up the Missouri River, and asked me if I was prepared to deliver them; I talked with him for half an hour or three-quarters, on the subject; he told me the condition that he was in, that the contract with the Commissary Department expired on the 30th of June; that he had no funds to pay for subsistence unless Congress made an appropriation, and he wanted to know if I would take the contract and deliver subsistence by the 1st of July; I told him that it was impossible to deliver it by that time, but that I would agree to take it up as quickly as any other person could probably do it; he wanted to know how soon I could do it; I told him I did not know exactly; my impression is that he mentioned the 5th of July, and he remarked in that connection that the Indian supplies would run out, from the best information he had, on the first, and that he could probably get supplies from the Commissary Department to last him for five or ten days; I told him that if he would make the contract at once, I would agree to deliver supplies to the lower agencies by the 5th of July, but that it would be impossible to do so to the upper agencies; I told him I could supply them by the 15th; he asked me to reduce my proposition to writing, and he would consider it; I submitted the proposition in writing; he said whatever I do in this matter I have got to do at once, as the service is in great want of subsistence in that country; I stated to him that I wanted an answer upon the bid immediately; he told me he would have to consult the Secretary, and that he would take my proposition to the Secretary and let me know the next day; he also told me in connection with it, that he had no money applicable to the payment of those supplies beyond about \$90,000, and that the payment of the balance would be contingent upon an appropriation by Congress; he said he thought the appropriation would be made, but upon that point he would not guarantee anything; that he wanted me to know that I was taking that risk; he said that there was a point in controversy between the Senate and the House, which he explained to me, and that Congress might adjourn without making the appropriation; there was some talk in regard to the bid, as to this being too high or that too high, and we had the usual conversation on the subject of bargain and sale.

Q. Was it finally agreed upon according to your first bid?—A. No; there were some little changes made. I do not know exactly what they were. He cut down some things which he thought too high.

Q. Was the contract drawn a day or two after that?—A. The contract was drawn a very short time after that. It was drawn with some changes from my first talk to him.

Q. Were the propositions that you made substantially accepted?—A. Yes, sir; they were substantially accepted. In the case of tobacco, there was a little change, and in some other articles, but the propositions were substantially accepted.

Q. Was that contract changed afterward, so as to allow you to deliver all your cattle at once, instead of at different times?—A. Yes; but the way it occurred was this; my original contract with General Parker was that the cattle should be all delivered on the 15th of July. I stated that I would probably get myself into trouble by contracting to do that, as I might not be able to get so many cattle ready by that time, and, to provide for that contingency, I would like him to put in my contract that I should deliver a certain amount on the 15th of July, and a certain amount on the 1st of August, and a certain amount on the 1st of September. He called a clerk and told him to fix the papers in that way; and I also said at the same time that if I could get the cattle so as to deliver them all at once, it would make a difference to me, and that I wanted him to receive them all at once, but that I did not wish to be bound in a written contract to do so, as the probabilities were that I could not. He assented that it should be so done.

Q. Were you not authorized, after the contract was entered into, to deliver them all at once?—A. Yes; after I went up there, I discovered that I could get the cattle. I made a contract with one party to deliver the entire lot of cattle at once.

Q. Whom did you make that contract with?—A. Bosler, Herman & Co.

Q. Who were Bosler, Herman & Co.?—A. Three brothers of mine and their partner. One of them is in Sioux City, in the cattle business exclusively. I made a contract with them to furnish me with enough cattle to fill my contract, at a certain price. I discovered, when I got up there, that I had cattle enough to do it in one delivery, and I telegraphed to the Commissioner, asking him to instruct his agents to receive the cattle at once, in accordance with the understanding.

Q. Did the Commissioner telegraph to the agents or to you?—A. I asked him to send the telegraphs to my care, and I would see that they were delivered. Sioux City was the end of the telegraph line, and I attended to sending them on, by a messenger, so that they should be delivered. Part of the cattle were up there at the time.

Q. What amount of pecuniary advantage was it to you to be allowed to deliver them all at once, instead of as provided in the contract?—A. I considered that as part of my contract.

Q. The contract is in writing, is it not?—A. Yes; my contract in June was in writing, but when that contract was made up, it was understood, at my suggestion, that I should make three deliveries of the cattle, as I did not know that I could get them all up in one herd.

Q. What advantage was it to you, pecuniarily, to have the change of which you have spoken made, to deliver them all at once instead of according to the terms of the contract?—A. I do not regard it as of any advantage to me. In the technical construction which you would put upon it, it would be the cost of herding the cattle from the 15th of July until the 1st of August, which would be something, in the way of expense, whereas, in the way of advantage, there would be an increase in weight; I should think that it would make very little difference. The increase of weight would be considerable, from the fact that the cattle, after being driven that distance, would be very tired, and would pick up considerably in that season of the year. My impression is that one would about offset the other.

Q. Then you state to the committee that you think you derived no advantage from that change?—I think I did, from the fact that I got the cattle off my hands, got pay for them, and got the interest of the money.

Q. You bought all the cattle from one firm?—A. Yes.

Q. At what price?—A. At four and a half cents a pound, and I to furnish an escort to the cattle drivers, and to be responsible for all damages from Indian raids. I was to pay four and a half cents a pound for the cattle delivered at the agency.

Q. What negotiations, if any, had you with the Commissioner relative to the extension of August 10?—A. None, except what I have stated. The Commissioner asked me if I would furnish an additional amount of cattle, and I told him I would. There was very little talk on the subject.

By Mr. CHIPMAN:

Q. Did Mr. Welsh make any remark to you with relation to his motive in making charges against General Parker, and if so, what did he say?—A. In speaking of this prosecution against General Parker, he said that he was glad to assure me that he had no unkind feelings against me. He did not intend that there should be any reflection against me; but in the course of the conversation he spoke of General Parker, and said that his connection with those parties in New York was not very creditable, and further that the general was the representative of a race only one generation from barbarism, and he did not think that he should be expected to be able to withstand the inducements of parties who were his superiors in matters of business. He also said that the difficulty between General Parker and himself had occurred some time previous, when they were receiving goods in New York.

Q. While Mr. Welsh was a member of the board?—A. Yes. There was something in connection with the receiving and inspection of the goods. He objected to their being inspected and received in Buckley, Welling & Co.'s house, and gave some reasons for it. One was that there were some flannels which were at a low price. He would not agree that those goods should be inspected there, and asked that they should be removed to another house. Mr. Buckley and Mr. Wheeler had objected, and had got the Commissioner to side with them, and he (Parker) came on to Washington, and saw the President, and the President also sustained them. He said that he then resigned his position on the commission, and that if the balance of the commissioners had followed his example, they would have had General Parker out of office at that time; that the matter would have been ended there, or something to that effect. I told him that I had nothing to do with their quarrel, and did not care what the termination of it was.

Q. Was there anything else?—A. He said something about the President's desire to serve General Parker, and what he thought of it; I do not remember the exact words; but he attributed it to the President's goodness of heart. He asked me, in the same connection, if I had ever seen General Parker drunk; and he said that in New York he had been "feasted and wined;" that "tables had been kept up there;" and that he was satisfied that General Parker did not have the moral courage to withstand tempta-

tion. He said that he had gone to Secretary Cox and told him the condition of affairs, and the manner in which they were treating Parker, and asked Secretary Cox if he thought he (Cox) could withstand inducements of that kind, and that Secretary Cox said he did not believe he could.

Q. As to the delivery of the cattle, was the delivery on the one day the result which General Parker originally desired to secure?—A. His original desire was to have them all delivered on the 15th of July.

Q. Then, as far as the delivery was concerned, the instructions which he gave, at your request, did not vary from his original instructions?—A. No, sir.

Q. Do you know whether or not, under this contract of June 17, General Parker had authority to permit these deliveries at times different from those named in the contract? Did you understand that he had the right to receive your cattle without having them delivered precisely at the dates named?—A. I understood that he had the right to demand the receiving of them whenever I was ready to deliver them, from the fact that that was the understanding. The written contract was merely for my protection.

Q. With reference to the Morrow contract, would you have taken the interest in it you did if you had known the bid which Mr. Morrow was going to put in?—A. No, sir; I would not.

Q. Why?—A. From the fact that it was entirely too low.

Q. Do you know now whether or not that contract was profitable?—A. I know that it is not profitable.

Q. What will be the probable loss on that contract?—A. The loss on that contract cannot possibly be less than from \$75,000 to \$100,000. The whole amount of the contract, when filled, is about \$270,000, and there is now over \$260,000 expended. In my estimation, there is no possible way of getting out of that contract without a loss of from \$75,000 to \$80,000.

Q. And that by as good management as could be given?—A. As could possibly be given.

Q. What is a fair profit for handling flour by the sack where you are dealing in ordinary business transactions with responsible men—say in Sioux City?—A. I was in the mercantile business in Sioux City, and we regarded a dollar a sack as the profit we should have. At Carlisle, Pennsylvania, the profit would be a dollar a barrel.

Q. What difference would there be between dealing with responsible individuals in the purchase and sale of flour and dealing with the Government, where you would have to look to the Government for your pay, and have vouchers sent on to Washington and audited in the ordinary way?—A. My experience is, that there would be quite a difference in favor of the private individual, from the fact that you are supposed to get the money when the transaction is completed, whereas transactions with the Government, in connection with the Indian Bureau, have been very different from that.

Q. In ordinary transactions, where there is nothing but the usual official delay, the difference is against the Government?—A. Yes; quite a difference.

Q. You say that you paid for freight in the delivering of those goods, under the contract of June 17, \$1 90 per 100 pounds to all points?—A. Yes.

Q. What season was that in?—A. In the month of July.

Q. Is that the most favorable time for freight?—A. It is the very best season of the year.

Q. Are you familiar with transportation on the Missouri River?—A. I am.

Q. How long have you been engaged in business in that country?—A. I was engaged in business there from 1857 up to 1857, about ten years.

Q. About what time of the year does navigation practically close about Sioux City?—A. What we understand in trading on the Missouri River is, that all freight should be sent up on what we call the June rise. There is a rise in the river which generally commences the 1st of June and lasts till about the middle of July, which is the time at which freights are lowest, from the fact that there is plenty of water, and that the navigation is very easy. After that the river commences to fall, and becomes hard to navigate. The delays then are very great, and there is a necessary increase in the price of freight.

Q. Do you recollect about what time for the past three or four or five years the river has frozen over at Sioux City?—A. It is generally considered that the navigation of the Missouri River is about closed on the 1st of October, and the September rates are very high. Every person who has freight to get up the Missouri River does it from the 1st of June till the 1st of August.

Q. Can you give, from your experience, any prices that you have had to pay in the late months of the year?—A. When General Sherman and General Sanborn were up there as commissioners, I had a contract to deliver some supplies for them. I hired my own freight, and I paid an average of 6 cents a pound from Sioux City to Yankton agency, Crow Creek, Fort Sully, Fort Rice, and Fort Berthold. The boat, I think, left about the 23rd of September. I hired a boat the season before to take up grain to Fort Sully to the quartermaster's department. It was in the month of August, I think, and I paid 3 cents a pound. Along in the fall of the year the average price has been

about \$1 per hundred pounds for a hundred miles. I think that in my contract with General Sherman and General Sanburn it was fixed at \$1 50 per hundred pounds per hundred miles; but the usual price with merchants is supposed to be about \$1 a hundred pounds per hundred miles.

Q. Had you any pecuniary interest in the Treasury warrants that you indorsed for Mr. Woolworth?—A. None whatever.

Q. Was it a mere matter of accommodation?—A. A mere matter of accommodation. I had the money for a little while before he drew it.

Q. And to that extent you derived a benefit from it?—A. Yes?

Q. But you returned the amount to him dollar for dollar?—A. Dollar for dollar.

Q. In no sense were you benefited by it?—A. In no sense.

Q. You had no compensation for it?—A. In no shape or form.

Q. Did you solicit the extension of the contract of 10th of August, 1870?—A. I did not.

Q. Had you any notice of it, except as you have already stated?—A. Except as I have already stated.

Q. Had General Parker any pecuniary interest, directly or indirectly, in any contract that he made with you for the supplies of the Indians, or in regard to matters here in controversy?—A. He had not.

By Mr. SARGENT:

Q. Did you have any written contract with Mr. Morrow by which you acquired an interest in his contract with the Indian Department?—A. Not until after the contract was awarded.

Q. When you made that written contract did you know the price which Mr. Morrow had bid and taken the contract for?—A. Yes.

Q. With your previous experience in buying cattle and furnishing them under contract with the department, did you still go as a partner with him at that reduced price?—A. I objected to it and asked to be released from it; but the other parties connected with it claimed that they had gone into it upon my agreement and insisted upon my remaining in it.

Q. Then I understand that you agreed, having already a bid for what you considered a proper price, to take an interest in a contract, if it was awarded, on some other bid, without knowing anything about what that bid would be?—A. Yes; from the fact that I had confidence in the parties who agreed to fill it and manage it.

Q. Did you not seek to protect yourself by getting some idea of the price they would offer to furnish the cattle for?—A. Yes; I asked Mr. Morrow what he was going to bid, and his remark was, that I should leave that to him; that he would not bid at such a price that he would lose money. I told him that I had entire confidence in his judgment.

Q. When you afterward found that he had bid such a price that money must inevitably be lost on it, contrary to his agreement with you, you still allowed yourself to go into the contract?—A. I did, because I could not get out of it.

Q. Was it not part of the agreement that he should not bid such a price as that you should lose on it?—A. No; it was an open transaction.

Q. How much money did you put into it?—A. Something over \$200,000.

Q. Knowing at the time that there must be an inevitable loss?—A. I put it in since the contract was made. The parties went to work to purchase the cattle, and drew on me.

Q. My question was, whether you put in \$200,000 at the time you knew the price would result inevitably in a loss of \$70,000 or \$80,000?—A. No; I lent this money to the company and took their written obligation for it, at the legal rate of interest, 12 per cent. a year. My money is a loan to the company.

Q. What interest do you own in the contract?—A. Half of it.

Q. And do you supply the money for half the contract and loan \$200,000 besides?—A. I loan the company over \$200,000, myself being one of the company.

Q. You have loaned the company over \$200,000, with the inevitable result, in your judgment, that the company would lose \$75,000 or \$100,000 in the operation?—A. That was not the inevitable result when I did it; but that is, in my judgment now, the inevitable result. My agreement was to loan the company \$200,000. That was before the thing was done.

Q. You knew then what the price under the contract was?—A. Yes; but I did not know what they would have to pay for the cattle.

Q. At what time was the Northwestern Transportation Company organized?—A. I do not know.

Q. Was it in existence at the time you carried goods for Harney and Sherman?—A. Yes; one season it was, and another it was not.

Q. Did it have the force of boats on the river that it now has?—A. I cannot say; they carried freight for me that season; but I don't know how many boats they had.

Q. Is that company now charging 6 cents a pound for freight?—A. I do not know; I have had no transactions with them since July.

By Mr. CHIPMAN:

Q. In subsequently complying with your verbal promise to Mr. Morrow, did you do it because you felt yourself obligated to do it—because you had given your faith to stand by him?—A. I went in with him because I had agreed to, and because these men insisted on my standing by my agreement. I objected to what they had done, and they gave me the reasons why they had done it.

Q. And you went into it simply to fulfill your agreement?—A. Yes, sir.

By Mr. WELSH:

Q. Did you make any bargain with Mr. Morrow to delay the delivery of the large contract, so as to allow you to make your other deliveries?—A. None whatever.

Q. What did you pay for the cattle delivered in October and November at Whetstone and Yankton?—A. Four and a half cents a pound.

Q. To whom did you pay that?—A. To the party I made the contract with—Bosler, Herman & Co.

Q. Have you any vouchers from them here?—A. Not in Washington.

Q. Do you know what they paid?—A. I do not. I never asked the question.

Q. What did you pay to Odell & Wheeler for the 4,100 cattle that were delivered under the \$3 88 contract?—A. I do not know that I ever saw the men or any party connected with the contract. I left Omaha just about the time the contract was executed.

Q. You do not know what was paid for the cattle?—A. I do not.

Q. What was paid for the cattle that were left at Chontean Creek, 1,200 to 1,300 head?—A. I do not know.

Q. What was paid for the 1,200 or 1,400 head of cattle that were left at Crow Creek, Hutchinson's cattle?—A. All I know is that I placed, altogether, some \$200,000 to the credit of Morrow & McCormick for them to draw against, and I have had no statement from them as to what they paid for the cattle.

WASHINGTON, D. C., January 31, 1871.

CHARLES E. HEDGES sworn and examined.

To Mr. CHIPMAN:

I reside in Sioux City, Iowa. I have resided there for fourteen years. For the last five or six years I have been engaged in the cattle business.

Question. What have been your annual average transactions?—Answer. From \$100,000 to \$150,000.

Q. Have you delivered cattle to the various Indian agencies up the Missouri River?—A. Yes; to some of the military agencies and posts up the river.

Q. You know something of the risks of delivering cattle in that country?—A. I have experienced some of them.

Q. Do you know what cattle were worth about Sioux City in June, 1870?—A. I was buying cattle at from 4 to 5 cents gross. I have paid 4½ and 5 cents.

Q. Did you sell any beef to the contractor who was supplying the commissary department for the various posts up the river last year?—A. I had a half interest in the 400 head of cattle sold to Colonel Denman last spring.

Q. Were they sold to fill the Fenlon contract?—A. That is what he said.

Q. What did you sell for?—A. Five cents at Sioux City.

Q. As they came from the scales?—A. Yes.

Q. When was that?—A. I think it was in the month of May. He had exhausted the supply on hand, and this purchase was to fill up.

Q. At the time you made this sale, were there other cattle in the market in Sioux City?—A. Yes, in the vicinity.

Q. Do you know whether Colonel Denman had made efforts to get cattle?—A. Yes; he said that he found mine to be as cheap as any that were offered. H. T. Booge & Co. had a half interest in this 400 head.

Q. What was the difference, if any, between the prices of cattle in Sioux City in May and in June, 1870?—A. There was very little change in that time.

Q. Did Mr. Bosler apply to your firm for cattle in the latter part of June, 1870; and, if so, what were your prices?—A. He asked us what we would furnish cattle for, and we told him at 4½ cents a pound. That was in June, 1870, at Sioux City.

Q. What percentage would the risks and expenses of delivery from Sioux City, up the Missouri River, at the various agencies, reaching as high as Grand River, be beyond delivering the same cattle at Sioux City?—A. It would be owing a great deal to a man's luck. I suppose somewhere from 20 to 40 per cent., I think.

Q. Explain some of these risks.—A. In handling Texas cattle there is a risk of their stampeding. I remember one time when a lot of cattle was frightened by a man having a buffalo robe, who gave a sort of Indian whoop, and the whole herd ran away for twenty-five miles.

Q. Did you bid for any Indian contract in the latter part of September for cattle; and, if so, what was your bid?—A. I bid 5 cents.

Q. Had prices declined at that time under those ruling in the spring?—A. There seemed to be a material decline in prices from the large influx of Texas cattle, and from the general depression of the money market. We had bid at 3½ cents in the fall.

Q. How do the rates along the Pacific railroad, at Sioux City, compare with the rates at Chicago for Texas cattle?—A. We can get the cattle there at the Chicago prices, less freight and commission.

Q. What is the price per car from Omaha to Chicago?—A. I was told by the agent of the railroad that the price was \$80. That would be from 50 to 60 cents per hundred pounds.

Q. What would you estimate to be the commission?—A. Fifty cents a head.

Q. What would have been a fair price for cattle delivered at the various posts up the Missouri River, as high as Grand River, on a contract, made in June, 1870, calling for from 1,200,000 to 1,500,000 pounds of beef, to be delivered, one-third on July 15, one-third on August 1, and one-third on September 1, 1870, when, at the time the contract was made, there was no provision for payment by an appropriation of Congress?—A. My experience has not been very satisfactory in waiting for appropriations. Taking my experience, I would not like to furnish it at less than from 5½ to 7 cents a pound.

Q. What difference would you make between furnishing cattle to a private individual, who was ready to pay on delivery, and furnishing cattle to the Government, where you would have to wait until the vouchers go to Washington and are audited in the usual course?—A. From 12 to 15 per cent.

Q. Can you give any instance where you had contracts?—A. I furnished about \$3,000 worth of cattle for Mr. Finni's contract, and we fed cattle between the time Mr. Finni's contract closed and the reletting of the contract.

Q. At what prices did you furnish beef to the Winnebagoes?—A. At three and a half cents at Sioux City. This tribe is eighteen miles below Sioux City, on the opposite side of the river. This was, I think, in September and October, and part in November, 1870.

Q. Did you furnish cattle to General Harney along the river?—A. Yes; I had a half interest in Booge's contract. That contract, I think, was for about 50,000 or 60,000, at \$7 80 per hundred pounds gross weight, for delivery at Whetstone, Cheyenne, and Grand River.

Q. Did you regard that as a fair price at that time?—A. We thought it a profitable price at the time, but it did not turn out in the end to be so.

Mr. BECK objected to the evidence going back beyond 1870.

Mr. CHIPMAN offered to show by the witness and by other witnesses, that in 1868 and 1869 beef and other supplies were furnished to the various agencies involved in this investigation, under similar circumstances to those in this case; that the supplies then cost the contractors about the amount paid for the supplies furnished in 1870; that in dealing with the Government there is a certain amount of risk and delay in the collection of the money, and that that circumstance had for many years entered into the computation made by contractors in dealing with the Government, and should legitimately be shown in this case to establish the fact that the matter was known to the Commissioner of Indian Affairs, and that he necessarily dealt with contractors in view of it. He offered to show that beef supplied to General Harney in 1868 and 1869 was paid for at the rate of \$7 80 per hundred pounds gross, at a time when cattle in Omaha cost about the same price as they did in 1870. He desired to show that the prices of flour and other supplies did not vary materially in 1870 from the prices in 1868 and 1869, when high rates were paid by the Indian Department.

The committee decided that the prices paid for the beef, flour, and other supplies, in 1868 and 1869, did not, in its opinion, elucidate the question as to the value of those supplies in 1870, and that as to the difficulties in dealing with the Indian Department, the witnesses were permitted to speak of anything that they knew on that subject.

Q. What kind of cattle was furnished under the Winnebago contract at three and a half cents per pound gross?—A. They were young, thin, rough cattle.

Q. Explain the difference between such cattle and good, merchantable cattle, as mentioned in the Bosler contract of June 17?—A. The difference that we make between young, thin cows, and stag cattle and mature steers seven years old, would be from one to one and a half cents a pound. For instance, if we pay three and a half cents for these thin, young cows, we pay from four to four and a half cents for a steer.

Q. What do good, first-class Texas cattle average in weight?—A. From 1,000 to 1,100 pounds; owing to age.

Q. Do you recollect any average weight of cattle above 1,200 pounds?—A. I once turned over 150 head of cattle that averaged 1,300 pounds.

Q. Are you familiar with navigation on the Missouri River?—A. I suppose I am familiar with the shipping trade to the different points.

Q. In ordinary seasons, what would land transportation be worth when large quantities of supplies are to be carried from Sioux City to Grand River and Fort Berthold

by land?—A. To Grand River, freight would be worth from seven to eight cents, in large quantities; in smaller quantities it would be cheaper.

Q. How about freight to Fort Berthold?—A. I never knew of any land transportation from Sioux City to Fort Berthold. I never knew anybody who would take the risk.

Q. At what season of the year does navigation practically and usually close at Sioux City?—A. Generally about the middle of October; sometimes boats run later.

Q. Do you deal in flour?—A. Limitedly, not extensively.

Q. Do you know anything about the capacity of that country about Sioux City for the supply of flour?—A. Yes; I have some knowledge of it.

Q. What effect upon the flour market would an immediate demand for 28,000 sacks have if it were generally known—say in August last?—A. It would have the effect of immediately appreciating the market price.

Q. Up to what point?—A. It is pretty difficult to determine.

Q. Can you state what appreciation it would make in the price?—A. From fifty cents to a dollar a sack.

Q. Why?—A. Everybody in the country would know that it would require nearly all the flour in the country to fill such a contract, and they would be satisfied that they could get their own prices, and would regulate their prices by what it would cost to ship it there from Chicago.

Q. If you were going to purchase 28,000 sacks of flour in Sioux City at the best rates, would you advertise for it, or would you buy it quietly?—A. If I wanted to get it at good prices, I think I would go around and buy it quietly.

By Mr. WELSH:

Q. Do you know the price of beef in Schuyler and Abilene last year?—A. I do not.

Q. Do you know the prices at which the drovers from Texas deliver cattle on the Missouri River?—A. No, sir.

Q. Do you know George K. Hazlitt, the clerk of the Northwestern Transportation Company?—A. I have seen him, and I know him when I see him.

Q. Do you know that the contract for the Northwestern Transportation Company was taken in his name?—A. I heard it.

Q. Did you see the advertisement for that contract last spring?—A. I cannot tell whether I did or not. I know from general report that there was a contract to be let for freight up the river, but I do not know whether I saw the advertisement or not.

Q. Did you ship any goods up the river last season?—A. A limited amount—not much.

Q. To what points?—A. I shipped salt on a little bit of a contract for the Santee agency.

Q. What freight did you pay?—A. I believe I paid \$3 a barrel.

By Mr. SARGENT:

Q. The impression to which you refer, and which makes you afraid of Indian contracts, is derived from your experience in the Harney case?—A. In the Harney case and one or two other cases.

Q. That was where contracts were made in advance of appropriations?—A. Yes, sir; and there is also a difference in cash being paid there, and in having to send vouchers on to Washington to collect pay, even where there is an appropriation.

Q. Then there is a difference against the Government where appropriations are not yet made?—A. Yes; we have always deemed it so.

Q. In such cases, then, it would be very much better for the Government to avoid buying, if possible, when there is no appropriation?—A. That would be my experience.

Q. The Government would get better bargains after the appropriation is made?—A. A good deal better.

Q. Then if there were an emergency arising requiring the purchase of cattle a month before the appropriation bill was passed, would it not be better to buy only cattle enough for that month, and to buy the rest after the appropriation bill had passed?

(Objected to by Mr. Chipman, and objection overruled.)

A. The Government can make a better contract when there is a certainty of getting the money when the appropriation bill is passed. But there is a difference on account of the red tape and the difficulty in getting paid. We pay $1\frac{1}{2}$ per cent. a month there on money.

Q. Are you putting any stress upon the consideration that an appropriation has passed or has not passed?—A. It makes a good deal of difference whether the appropriation bill has passed or whether it has not passed; but I would make a difference, also, between making a contract with the Government where the appropriation bill is passed, and getting cash in the country.

Q. If a fair price would be from 5 to 7 cents in the absence of any appropriation bill, what would be a fair price with an appropriation bill?—A. From $4\frac{1}{4}$ to 6 cents.

WASHINGTON, D. C., *January 31, 1871*

JOHN DOBSON sworn and examined.

By Mr. SARGENT:

Q. Question. Where do you reside?—Answer. I reside in Philadelphia.

Q. Were you a bidder for the contract with the Indian Department, in pursuance of the advertisement of July 29, 1870?—A. I was.

Q. Did you furnish a quantity of blankets, among other articles?—A. Yes.

Q. Do you recognize this blanket as one of the blankets furnished by you?—A. Yes, sir.

Q. At what price did you furnish these goods under the contract?—A. I believe at seven dollars per pair.

Q. How does this blanket of yours compare in quality with the other blanket now shown you?—A. There is no comparison at all between them. This other blanket is not the right color. This blanket furnished by us for seven dollars is a heavy blanket; I should think it was nearly a pound heavier.

Q. State whether, under this contract of yours, if the Commissioner of Indian Affairs had desired 200 or 300 more pairs for seven dollars of these blankets you would have been required to furnish them?—A. No, sir; not under the contract. The contract did not so read. We were getting more for the blankets in the market.

Q. The advertisement contains this clause: "The right will be reserved to require none or a greater or less quantity of any of the articles than that specified in the above list at the prices proposed."—A. Yes; but when we got the contract the quantity was filled up, and there was an end to it.

Q. What would you furnish these blankets for outside of the contract?—A. Eight dollars; that is our regular price for selling to the trade.

By Mr. CHIPMAN:

Q. Your blanket has been in competition with the Amidon, Lane & Co. blanket?—A. Yes.

Q. Is there not a difference of opinion as to the merits of the two blankets?—A. Yes; of course. Amidon thinks his blanket as good as mine.

Q. Do not the persons who purchase both have a different opinion about them?—A. Our goods they call standard goods, and I guess where Amidon, Lane & Co. sell one we sell twenty. If there is any difference of opinion it is because they can afford to sell theirs a little cheaper than we can ours. Ours is made of a different material and of a different dye.

Q. The blanket exhibited to you to-night as Amidon, Lane & Co.'s is not their ordinary blanket that is in competition with yours?—A. I cannot speak of that blanket. I can swear that the other is one of our manufacture.

A. But the dark one you do not know anything about?—A. No.

Q. It does not look like Amidon, Lane & Co.'s blanket?—A. I do not know anything about their goods.

Q. What do they sell their blankets for?—A. They sell at various prices. I know that as a general thing they do not get as much for them as we do within from five to ten cents a pound.

By Mr. SARGENT:

Q. You are accustomed to handle blankets and you know their value?—A. Yes.

Q. And you say that the article exhibited to you as yours is superior in weight and quality to the other article exhibited as Amidon, Lane & Co.'s?—A. Oh, yes; there is a difference of fifteen cents a pound in the market between them. Put them alongside of each other and the Amidon, Lane & Co. blanket would not bring within twenty cents a pound as much as ours.

By Mr. CHIPMAN:

Q. You say that yours rate at \$8 to the trade generally?—A. Yes, I believe that is the present price.

Q. And you furnish to the Government at \$7 on account of the large quantity supplied?—A. Yes.

By Mr. SARGENT:

Q. Suppose when the contract was made up in pursuance of this advertisement the Commissioner had required you to furnish 200 or 500 pairs more of your blankets, would you have been required to furnish them at the time of making the contract?—A. Oh, yes; I should have given them to him at the time of making the contract.

WASHINGTON, D. C., *January 31, 1871.*

VINCENT COLYER recalled and examined.

By Mr. SARGENT:

Question. Where did this blanket come from which the witness has just testified was furnished by himself?—Answer. It came from his house, Dobson & Co. It was purchased under the supervision of our board.

Q. Where did this other blanket, the dark one, come from?—A. It was sent to us by Agent Gibson, of the Osages, as a sample of the goods sent on to him among the presents by Commissioner Parker. They were purchased from Buckley, Welling & Co. This darker blanket is a Buckley, Welling & Co., made by Amidon, Lane & Co.

By Mr. CHIPMAN:

Q. Did you see all the blankets delivered to the Osages?—A. No, sir; we did not see any of them delivered; they had not arrived while we were there.

Q. Do you know how many of those dark blankets there were?—A. There was one bale like this.

Q. There was no objection to the others?—A. Agent Gibson said that the others may have been a shade better; that was all.

Q. You know nothing about the matter except from a letter written to you by Agent Gibson, accompanying a blanket which purported to have been delivered to the Osages?—A. Yes. We received it from Agent Gibson by express.

Q. Did you make known these facts to Commissioner Parker after you learned them?—A. Commissioner Parker was sick at the time. We report directly to the Secretary of the Interior.

Q. Did you, as the organ of the board, make known this matter to Commissioner Parker at all?—A. I could not do it; he was sick at his house.

Q. For how long a time?—A. Until this investigation took place.

Q. When did you first come to the knowledge that these defective blankets had been sent to the Osages?—A. This blanket was delivered to us in Mr. Dodge's store about three or four days before Mr. Commissioner Parker appeared here.

Q. Had you not heard of it before?—A. Undoubtedly; but not to take notice of it. The blankets had not arrived at our office. We report directly to the Secretary of the Interior; all our official communications are with him.

Q. And you do not have official communication with the Commissioner?—A. Not unless the Secretary of the Interior directs us.

WASHINGTON, D. C., *January 31, 1871.*

STEWART WILSON sworn and examined.

By Mr. SARGENT:

Question. What is your business?—Answer. I am in the commission dry goods; the name of the firm is Wilson & Bradbury.

Q. Have you any connection with Mr. Dobson in business?—A. We are the agents for Dobson.

Q. Do you know the blankets manufactured by Mr. Dobson?—A. Yes.

Q. Do you recognize this blanket as one of his manufacture?—A. Yes, these are the goods we sell.

Q. What is the difference in value between this blanket and the other blanket that I now hand you?—A. The difference in dye would be great. This one is a light dye, not fast. The difference would be about fifteen cents a pound in favor of the Dobson blanket. This other blanket feels as if the warp was not all clean wool.

Q. If the Dobson blanket is worth \$8 in the market, what is the other worth?—A. This other is not quite so heavy. It is supposed to be a three point blanket. It would be worth about \$7.

Q. Suppose this Dobson blanket was worth \$7, what would be the value of the other?—A. About \$1 10 or \$1 15 less. We calculate at so much a pound for the difference in dye and stock.

Q. Are you accustomed to handle blankets, so as to know their quality and character?—A. I sell more blankets than any ten men in the United States.

Q. As an expert, you say that the Dobson blanket is a greatly superior blanket to the other?—A. O, certainly; it is a better blanket.

By Mr. CHIPMAN:

Q. What difference do you attach to the matter of the color?—A. The difference in dye would be about seven or eight cents a pound, I think. The difference in quality would make it about the fifteen cents.

Q. Did you ever have occasion to use a blanket of this kind in actual wear?—A. Yes, I have traveled with one of these Dobson blankets four or five thousand miles.

Q. Did you ever travel with one of the Amidon blankets?—A. No, sir.

Q. Do you know which one would last the longest?—A. The better material always wears the longest. I do not know whether that is an Amidon blanket or not.

Q. Speaking of those two blankets, can you say that the Dobson blanket would wear longer than the other blanket?—A. Yes. In the first place it would retain the color, and this other one will not.

Q. Color has nothing to do with the wear?—A. O, yes. Sometimes brown will rot the fabric. I do not know what this dye is.

Q. If you do not know what the dye is, how can you tell whether it would be durable or not?—A. It might be durable.

Q. It is more a question of sale to the trade than of actual wear?—A. In point of beauty and wear I should think that the Dobson blanket is a much better one.

Q. Is there not some feeling of jealousy and competition between Amidon, Lane & Co., and Dobson & Co.?—A. Not that I know of. We suppose that ours is a much better blanket. If you were to pile these blankets up and a customer came in, he would certainly pay more for the Dobson blanket than for the other one. An Indian would not buy this other color at all if he could get the color of the Dobson blanket. The other blanket might wear well enough, but it is not of the color to be saleable.

Q. The merchants buy both the Amidon and Dobson blankets?—A. I know that we sell all the best trade in the United States. They sell a large quantity of blankets, but I never heard of their selling Indian blankets. There is no doubt that they have made a few pairs of Indian blankets, but I believe they have had hard work in selling them.

Q. Do they not make scarlet blankets?—A. Yes, they make scarlets, and a few blues, I believe.

Q. What you know of the Amidon trade and blanket is from hearsay?—A. I know that they sell a good many bed blankets and green blankets; but I know that we supply the best trade.

WASHINGTON, D. C., January 31, 1871.

JOHN H. CHARLES sworn and examined.

To Mr. CHIPMAN:

I reside in Sioux City, Iowa; I have lived there since 1856; during the last ten years I have been in the mercantile business; I do an exclusively wholesale business.

Question. Have you become somewhat familiar with transportation on the Missouri River?—Answer. Yes, sir.

Q. At what time does navigation usually close at Sioux City as against freights going up as high as Crow Creek?—A. Ordinarily, I should say by the 1st of October; the 15th of October is the outside.

Q. If you were going to make an arrangement to send freight up from Sioux City, about October 10 or 15, on what basis would you figure?—A. I might not be able to ship it at all by the river, and I could not give any rate, unless I knew what kind of weather we were going to have; if I were a contractor, I certainly would not agree to carry freight by boat after that time; I would make my calculations to carry it by land, and if I could ship it by boat I would do so.

Q. What would be the difference in shipping to the various Indian agencies along the Missouri River, on a basis of land operation, between small lots of from ten to twenty-five tons, and large lots of from 2,000 to 3,000 tons?—A. You can ship small lots for less money than large ones, because the transportation of the kind necessary to transport a large amount of freight is scarce in that country. There are many who will offer to carry ten tons, but there are very few who will compete for carrying 500 tons. There would be few bids for a contract of that size.

Q. And when it gets to a thousand tons the difficulty is still greater?—A. There is not anybody there who can transport a thousand tons by land within a month. The only one who could do it would be somebody who would purchase teams and wagons for the express purpose.

Q. Would the rates be higher or lower on a large contract or on a small one?—A. For from 500 to 1,000 tons the rates would be higher than they would be for from ten to fifteen or fifty tons, in consequence of the difficulty in finding men who would be responsible for that amount of freight. For ten tons you would have a good many bidders who would come in and say they would carry it for so and so, and the competition would be such as to bring down prices. When you get to fifty tons you do away with a certain portion of that competition, and when you get to 500 there are very few people there who would be willing to take a contract for that much.

Q. A contract was made on the 26th of September, 1870, for transportation from Sioux City to Yankton Agency, at \$2 25 per hundred pounds; from Sioux City to Brulé and Crow Creek, at \$4 25; from Sioux City to Whetstone Agency, at \$3 25; from Sioux City to Cheyenne Agency, at \$5 25; and to Grand River, at \$6 25; and to Fort Berthold, at \$7 50; this freight to be transported at any time during the months of September, October, November, and December, 1870, the contract covering from ten to twelve hundred tons of freight. State whether or not, from your knowledge of the

navigation of that river at that season of the year, those rates were reasonable or otherwise?—A. I would have to base the calculation to a great extent upon land transportation. To Yankton I should think the rates should be \$2; to Whetstone, \$2 50; to Brulé, \$4 50; to Cheyenne, \$6 50; to Grand River, \$8; to Berthold, it would be worth \$15; but it would be an utter impossibility to transport any large amount to Berthold. It would be necessary to have a military escort to get there, and you could not get your cattle and teams back short of the following spring. That point is virtually out of the question. I have hauled to all these points. To Grand River I am paying 8 cents a pound now, and that is considered cheap. If it were a large lot I could not get it done for that. To Cheyenne I have paid 6½ cents; to Brulé I have paid for small lots 4 cents, but for large lots it could not be done short of 4½ cents; 4 cents would be the bottom price.

Q. Taking this contract with its provisions, made about the middle of September, for freight running through to the latter part of November, and with the chance of having freight thrown upon the hands of the contractor in December, with your knowledge of the navigation on that river, and of the time when it usually closes, state whether or not this contract is fair and reasonable.—A. The upper rates upon the basis that I am calculating would be very low—lower than I would want to take them. The rates for the lower points, that is to say, Yankton Agency and Whetstone, would be a good contract. I would be willing to carry freight for them.

Q. Taking the contract altogether, is it fair or otherwise?—A. It depends upon how much is to go to the upper points.

Q. Take it as requiring about equal distribution to the various points, high and low.—A. With the chances that at least a part of the freight could be taken by boat, I would be willing to take the contract, but I do not believe I would be very anxious to get it, because these upper rates would eat up the profits.

Q. The profits would come from the lower points?—A. Entirely, in the way I figure it.

Q. Do you recollect any instance where you have made contracts for taking freights up the river?—A. We shipped for Durfy & Peck goods which they had sold to General Harney in 1868, in November, by an ox train that went up there, and my recollection is that they got eight cents a pound for it; I think there was a contract; I recollect that we circulated printed advertisements through town and among all the people who we thought might furnish transportation for thirty or forty tons, and I think that the rates to the upper points averaged eight cents a pound; they may have been higher to Grand River and a little lower to some of the lower points. I furnished money to purchase wagons and outfits, and the result of it was that one of the men got out of the operation so badly that he only paid up the last note that he gave me ten or fifteen days ago, and they never could have paid fifty cents on the dollar if the Government had not purchased their teams when they got there; they made a very good sale of their cattle at seven cents a pound.

Q. For the last five or six years, at what time has navigation practically closed at Sioux City?—A. I should think about the 15th of October. Five years ago there was a different feeling in regard to navigating that upper river, and it was hard to get a boat to go up there after the 15th of October on account of the winds and bad weather; they might be overtaken up there and detained; but of late years they have got lighter-draught boats, and they venture out later in the season, so that what was good five years ago is scarcely good to-day. I should think that as late as the middle of October is as late as boats should go out as a general thing. This season was an extraordinary one, and boats ran through November.

Q. What is the limit up the river that they could venture?—A. I should not think, as a general thing, that they could go above Whetstone.

Q. There was a contract made with the Quartermaster General's Department, running from March 20 to October 31, 1870, with Hiram K. Hazlitt, for transportation from St. Louis, embracing the forts from Sioux City up. In this contract there is a provision for way freights and a provision for down freights; it embraces soldiers, officers, horses, cattle, mules, wagons, ambulances, and carts; it provides also for ten days' notice prior to shipment from Sioux City. The rates are, from Sioux City to Yankton, 75 cents per hundred pounds; to Whetstone, \$1; to Brulé, \$1 10; to Crow Creek, \$1 25; to Cheyenne, \$1 60; to Grand River, \$1 60; to Berthold, \$2, all for August; and for September, to Yankton, \$1 50; to Whetstone, \$1 60; to Brulé, \$2 20; to Crow Creek, \$2 50; to Cheyenne, \$3 20; to Grand River, \$3 20, and to Berthold, \$4; and for October rates, 200 per cent. above the August rates. With the understanding that the bulk of the freights would be sent up in the early months, I want your opinion as to whether that contract would be better or worse for the contractor than the contract made with the Indian Department by the Northwestern Transportation Company on September 26.—A. Looking back, I would take the Indian contract in preference.

Q. How would it be if you were contracting to do so next year; which would you regard as the most profitable for the contractor, the contract with the Quartermaster General's Department, or that with the Commissioner of Indian Affairs?—A. The mili-

tary contract is the best, and I would rather have it. Looking back now, I can see very well that there was more money in the Indian contract; but if I was going to contract without knowing anything of the future, I would take the military contract by all means.

Q. On what circumstances do you base your judgment?—A. Owing to the fact of our having had a remarkable season, so that nearly all the freight could have been carried by boat.

Q. Was this season unusual?—A. Certainly; the average time for closing navigation on the Missouri River is between the 1st and 15th of October.

Q. When this contract was made in the middle of September, could any human knowledge have foreseen the good fortune that followed in October and November?—A. I believe I could not have foreseen it.

Q. There was nothing to indicate it.—A. No, sir.

Q. Can you recollect such a season as the last during your residence in that country?—A. Yes, we have had one other season since I have been there that was very like this one. It must have been about 1860 or 1861. We had just such a fall; the river remained open until late in December at least.

Q. Do you think the contract of the Northwestern Transportation Company would have been a profitable one but for those favorable circumstances?—A. I would not have wanted it myself if it had been an ordinary season.

Q. Are you a dealer in flour?—A. Yes.

Q. To what extent?—A. I have bought and sold flour for ten years.

Q. Did you have anything to do with filling the Bosler contract for flour in August?

—A. I sold Mr. Bosler some flour which was shipped to the agencies for him, about 23,000 sacks in all.

Q. How did you buy it?—A. I bought it in and around Sioux City. I bought some of it below Sioux City on the railroad. I bought some of it above Sioux City on the river. We sell flour for most of the mills around the city, as their agents. The first 5,000 sacks that I sold to Mr. Bosler we purchased a portion of the preceding March, and had on hand at the time.

Q. How did you fill this contract?—A. The second 5,000 sacks that Mr. Bosler wanted, I went to the mills and contracted with them to take all the flour they could make within a certain time, up to the 1st of October.

Q. Did you bind them up?—A. Yes; that they should not grind for anybody else but for me, so much so that some of the mills come to our store to get us to fill orders which they had contracted prior to making this arrangement with us, paying us more for the flour than we paid to them.

Q. Did you know at the time how much Mr. Bosler wanted?—A. I did not. My first sale to him was 5,000 sacks; then I sold him 5,000 more; and before that order was filled, he said he might want 5,000 sacks more; and we kept on that way, from time to time getting his orders for more flour, until we sold him 23,000 sacks.

Q. If it had been known at the time by you, and by the mills there generally, that 20,000 or 30,000 sacks would have been required, what effect would that have had upon the market?—A. If it had been understood that 25,000 sacks of flour were wanted, it would have raised the price of flour, and brought it very near to the rates for which it could be procured from Chicago, say \$3 75 per 100 pounds. It would not have brought it up to that price exactly, but would have kept just inside of it, so as to prevent shipments of flour from Chicago.

Q. Did the quiet way in which you made your purchases have any effect upon the market?—A. Yes, sir; taking out that much flour left the mills bare, and left the merchants bare. One of the merchants came to me and bought some flour, giving me twenty-five cents advance on the price which I had paid to him on the same flour. He had his granary full of wheat at the time, but he could not get it ground, because the mills were working for me. The Chicago prices of wheat went up, and of course the city prices went up.

Q. What did you charge Mr. Bosler per sack?—A. Finally, in settling up, I charged him \$3. I paid \$3 myself for some of the flour, and \$2 75 for quite a good deal of it.

Q. Would you make any difference between dealing with such a man as Bosler in the sale of flour, and dealing with the Government; if so, what difference would you make?—A. My experience with the Indian Department has not been very pleasant. I held a lot of their vouchers eighteen months, and could hardly get my pay then. I would rather sell cheap for cash to a man who I knew would pay on the day he promised, than sell on vouchers, and especially to the Indian Department.

Q. Do you regard Mr. Bosler as a man of prompt payment?—A. I do; I know him since 1857.

Q. What is his standing for business integrity, and character?—A. A number one, first-rate; none better.

Q. What is the difference between selling to a man who pays promptly and selling to the Government, where there is nothing but the customary delays in sending vouchers on to Washington and having accounts audited?—A. I would make twenty-

five per cent. difference in favor of a man who would pay promptly, and whom, if he failed to pay, I could sue. I would want to charge the Indian Department twenty-five per cent. more than I would Mr. Bosler, or a man like him. I am willing to admit, however, that my experience with Indian vouchers has not been quite so pleasant as it might have been.

Q. What do you have to pay for the use of money up there?—A. From one to two per cent. a month. A low rate is one per cent. The usual bank rate is two per cent.

Q. What would have been a fair margin or profit to warrant a prudent man in making a contract for 20,000 or 30,000 sacks of flour with the Indian Department at the time you have mentioned—do I understand you to fix it at twenty-five per cent?—A. What would be my rate, I should not want to do it for anything less. When we handle flour for merchants and people who pay promptly, our usual profit is twenty-five or thirty cents a sack. That is a fair wholesale profit; it is less than ten per cent.

Q. If the Commissioner of Indian Affairs had advertised for 20,000 or 30,000 sacks of flour, to be delivered at Sioux City in August and September, 1870, what would have been the effect on the flour market, and what would it have cost?—A. It would have cost me just inside the Chicago prices. For that quality of flour, it would have been in the neighborhood of \$3 70 or \$3 75. It would have cost that to bring it from Chicago, and we could have bought it just inside of that price. That is all that anybody would have done.

Q. Why would it have had that effect?—A. Because very few people thereabouts could handle 25,000 sacks of flour, and they should have fixed their price at that point.

Q. If you had known that Mr. Bosler wanted that amount of flour, could he have got it out of you at that price?—A. He could not. If I had not sold him the 5,000 sacks I had on hand, I would have got \$3 50 for it, and in all probability a little over that.

By Mr. WELSH:

Q. Do you know Hiram K. Hazlitt, of St. Louis?—A. Yes, sir.

Q. Is he a clerk with the Northwestern Transportation Company?—A. No, sir, he is not. He is a steamboat owner, and a first-rate man.

Q. Do you know George H. Hazlitt?—A. I do.

Q. Is he a clerk with the Northwestern Transportation Company?—A. He is or he has been; I do not know whether he is now or not.

Q. Was he at the time the contract was taken?—A. I think he was. I know that he was about there.

Q. Did the Northwestern Transportation Company carry freight under both those contracts from St. Louis and Chicago and Sioux City?—A. I think not. They may have carried it part of the time, but they had a little misunderstanding, and they divided. Hazlitt's boats carried part of it, and Lord's boats carried the balance. What part they carried I cannot tell you; I know there was a division.

Q. Do you generally see the advertisement in the Sioux City papers?—A. I do.

Q. Did you know that the St. Louis contract was authorized to carry the Indian freight?—A. I did not.

Q. Did you see the advertisements for the military contract?—A. I did.

Q. Did you propose for it?—A. No, sir.

Q. Did you or not observe that in that military contract all the Indian goods were included?—A. I did not.

Q. In advertising for this military contract, if they had restricted themselves to freight from Sioux City up the river instead of from St. Louis to Sioux City, would there not have been much more competition?—A. There would have been many more competitors.

Q. Would they not have been able to get freight by that competition at a more moderate rate by taking a separate contract from Sioux City up the river instead of coupling St. Louis with it?—A. Yes; the chances would be that way; but still there is another element that comes in. The trouble has been, heretofore, that certain parties there have had the advantage of the railroads and get a lower rate over the railroads than other parties can.

Q. Do you recollect, when I was at Sioux City, giving me these rates as fair rates—to Yankton agency in July and August, 50 cents; in September and October, \$1; to Crow Creek, 30 per cent. advance on those rates, and to Cheyenne, 50 per cent. advance on those rates?—A. Yes, sir.

Q. Do you remember exhibiting to me the original bills and getting me to note down very minutely that you had purchased for Bosler 13,398 sacks of flour, in Sioux City, at \$2 20; 5,219 sacks of flour, in Yankton, at \$2 25; 4,812 at Missouri Junction, and that you had acted as Bosler's agent and charged him 10 cents a sack for labor, commission, &c.; and do you remember that I noted it down in your presence in a book and called the items off to you?—A. Yes, sir; I recollect it distinctly, all about it.

Q. Then about the matter of freight; it is in evidence that \$1,493 88 was paid to you for freight from Sioux City to Fort Berthold, at 14 cents per pound, on July 13, 1870. Do you recollect the circumstances under which that was shipped?—A. I think that that was stuff we shipped in May to the agencies—agricultural implements, &c.

Q. Why was that high rate paid?—A. Because you could not get it up any cheaper. I know we shipped it by the first boat we could get. There were potatoes in that lot which should have gone up earlier, but we could not get boats to take them. I desire to say, in reference to flour, I bought some of that flour at \$1 75 per sack—I mean some of the first 5,000 sacks that I sold Bosler—but I did not propose to sell it at \$1 85, because I bought it in March and held it for four or five months. My contract with Mr. Bosler was in so many words: "Purchase, for me, 5,000 sacks of flour; charge me a profit, we will not differ about it; buy it as cheap as you can." I bought some of that flour at \$2, some at \$2 15, some at \$2 20, and some at \$3, and some at \$5 75 per barrel, and I charged Mr. Bosler \$3 per sack for it, as I had a right to do.

Q. Then why did you tell me that you would charge him \$2 20?—A. Because I had not settled with him then.

Q. You gave me 13,000 sacks that you had bought for him at that time at \$2 20, and 5,219 at \$2 25; that makes nearly 18,600 sacks?—A. I still had 10,000 sacks to buy, and it was to my interest to keep the prices down. If people knew that I was getting three or four dollars a sack, it would have cost me more money. I offered you flour at \$2 55 a sack, and would have been glad to sell it to you at that price.

Q. Do you know the price of flour at Omaha?—A. Yes.

Q. At Council Bluffs?—A. Yes.

Q. What was the price at that time?—A. It was from \$2 to \$3 a sack at that time, depending upon the quality of the flour.

By Mr. SARGENT :

Q. Suppose the bulk of the freight under the Indian Department contract for transportation had been shipped before the middle of September, what difference would that make; would it make the Indian contract for transportation better or worse than that of the Quartermaster's Department?—A. If the bulk of it had been shipped before the 15th of September, I would then rather have the Indian contract at those rates, a good deal.

Q. Suppose the great bulk of it had been shipped before the date of the contract, which was the 26th of September?—A. That would make a big difference, of course, for I would then have known that a certain portion of it was gone, and that that was all safe; but they certainly must have made the contract before that.

Q. Now, it is explained in evidence that the contract was made after a large portion went up the river, and that the rate applied to all that previous freight; how does that affect the matter, in your judgment?—A. That makes it a sure thing, of course, and then I would say that the military contract was right.

Q. So, as to the great bulk of the freight, there was no speculating on chances; it was a sure thing; but if it had to be shipped after that time, the river might be frozen up, and then you would consider the Indian contract not so favorable to the contractor; is that the way I understand you?—A. I think that is it.

By Mr. WELSH :

Q. Did not the boats under your care, the Miner and other boats, carry part of this Indian freight up the river?—A. I know that a portion of it was carried on the Miner, and a part on the Far West, and on several other boats, but what they got I do not know, for I do not own a cent's worth of stock in them.

WASHINGTON, D. C., February 1, 1871.

JACOB D. COX sworn and examined.

By Mr. SARGENT :

Question. Where do you reside?—Answer. At Cincinnati, Ohio.

Q. What position did you recently hold under the Government?—A. The position of Secretary of the Interior.

By General CHIPMAN :

Q. When did you enter upon the discharge of the duties of Secretary of the Interior?—A. In March, 1869.

Q. When did you resign?—A. I left the city on the 1st day of November, 1870; I was in office up to that time.

Q. Do you remember, after the passage of the act of April 10, 1869, creating a board of commissioners to assist in the administration of Indian affairs, whether the question came up as to their powers, and how it was settled, and what they were defined to be by yourself?—A. In the spring of 1869, when the board of commissioners were appointed, I believe their powers were defined by an Executive order signed by the President, which was made the basis of their authority, as I suppose, from that time up, until a new law was passed. That order was printed and copies of it were pretty freely distributed; they were sent to each member of the commission; I have not one myself, but I have no doubt it is in existence.

Q. Did that order issue prior or subsequent to any conversation had with members of the board as to the claims which they had made under the law, or right to exercise certain powers?—A. I do not know what I should say in regard to any claims made by any members of the board. This order was issued after more or less consultation with members of the board in regard to their duties, and getting their ideas pretty fully about them, and was substantially in accord with their wishes, as I understand, as well as the President's desire. (Witness shown printed copy of the executive order appended to this testimony, marked Exhibit A.) The order shown me is the one I refer to.

Q. Did you issue any instructions or inform the Commissioner of Indian Affairs with regard to his duties of recognizing the board in the exercise of their powers? if so, when, and if verbally stated, what they were?—A. I should say that this Executive order was fully known in its substance to the Commissioner before it was executed, and that he was consulted both by the President and myself with regard to it, and that his knowledge, therefore, was coincident with the drawing of the order itself; so that his assent may be said to have been part of the arrangement. Whether any subsequent specific instructions were given to him, I do not know, except that he had the order himself.

Q. You have no recollection of giving him special instructions?—A. No; I have no recollection about it.

Q. To what extent did this board aid your Department in the administration of Indian affairs, and did they always respond to your request for services by them?—A. The members of that board were all men who took the work upon themselves without pay, purely from their interest in it. It was the desire of the President, as well as of myself, to secure their coöperation for the purpose of having a medium between the Department, the Indian Bureau, and the moral and religious community, with a view of giving the Indian work a more philanthropic turn, if possible, than before, in the line of education, and to procure the sort of supervision and inspection of the work of the Department which would assist in making it what it ought to be. And any of these things the members of the board, every one of them, individually and collectively, always expressed the most ardent zeal in doing. Several of them, from ill health, were unable to give much attention to it from the beginning. One or two of them tried to be excused, or resigned on that account. They were urged to remain. Mr. Robert Campbell, of St. Louis, was one of that sort. His resignation was tendered on the ground that he was unable to go on with the work; but on the solicitation of myself, he consented to remain on the board, hoping to get more strength to do so. Mr. Tobey, of Boston, also tendered his resignation on the same ground. And two or three of them several times spoke of their resigning because of their inability, from ill-health or otherwise, to get on sufficiently with the work, according to their own idea of it. But they gradually became better acquainted with the duty itself, and made an organization at last which was intended to coöperate directly with the Department; hence much of their work was in the form of general consultation. From the beginning we endeavored to have an understanding that in the purchase of the annuity goods they should be present and take part, and have the inspections made under their eyes, for the purpose of seeing there was nothing improper done in that. During the year 1869 the supplies were got from the Commissary Department of the Army, by the orders of the head of the Department, in accordance with a consultation had with the President, and thus we thought we covered the two phases of the work. The purchases of the dry goods, &c., and the annuity goods were bought, and to be bought, under the inspection of the board of commissioners; the commissary supplies were obtained from the Commissary General of the Army explicitly, in order that there might be no opportunity for cavil or fault-finding in the work itself. In addition to the inspection of goods, the commissioners themselves agreed upon visits they were to make. They subdivided their board and mapped off the country where they would visit. Some of them went down into the Indian Territory particularly. A portion were to have gone up into Dakota; but owing to the sickness of Mr. Stuart, (who, after Mr. Welsh left the board, had that division in charge,) were unable to go. About that time Mr. Colyer came into the board, and he made an exploration in Alaska, of which he made a very interesting report. This was done not with the most rigid system in the world, but all with a view to the general purpose—first, of discovering what the Indian work was; what it ought to be; what evils there were in it; how they could be corrected; and then, by consultation with the Department in the performance of their duties, to correct them. As to the question, specifically, whether these gentlemen coöperated with the Department, I say they always showed the utmost zeal in their desire to do this work. Their reports which have been published show, I think, pretty fully what they did. I am speaking simply from memory.

Q. Did the Commissioner of Indian Affairs conduct the business of his Bureau under your supervision?—A. Certainly. The Bureau is a part of the Interior Department, and necessarily under the supervision of the Secretary.

Q. While you were there, during your term of office, did he consult you freely and

inform you fully in regard to Indian matters, and take your advice?—A. That was my supposition, of course. We were in frequent communication. General Parker secured, I think, very thoroughly the confidence of the President and myself with regard to his own earnest determination to carry on the business of the Bureau in accordance with those general principles that I have been referring to. His duties were naturally, necessarily, I may say, curtailed in some respects, his powers somewhat limited by this supervision of the commission, and the fear I had at the beginning was that it would lead to a natural antagonism between them. Therefore I noticed in that respect the indication of the general's feelings, and I must say that he seemed to be earnestly desirous of coöperating on this plan, and having it carried out fearlessly.

Q. Did you ever have any occasion during your administration to doubt his integrity and fidelity in the management of the affairs of the Bureau?—A. I have never had any suspicion of it in any way, nor any indication of it until I heard of this investigation.

Q. Am I to understand that you now have in that way?—A. No. I only speak of that as calling my attention to it. I have no opinion of this affair at all, and have never expressed any.

Q. Were his conversations with you regarding Indian matters such as to impress you that you were in possession of all the facts connected with the management of his Bureau?—A. That would be true to this extent: the head of the Department is not alone, of course, the head of the Bureau. The head of the Bureau must be held responsible for a faithful performance of the details of the work under such general directions as are given him. Now, I neither knew nor pretended to know the details of the work of the Indian Bureau; that would have been impossible without becoming actually the Commissioner. The Commissioner himself is responsible for the carrying out of the general directions which are given. When confidence is established in him then, of course, he is told to do under different circumstances the best he can, and to use his best judgment; and it would be only when he would bring up a matter for consultation that I would know of it. There might be a thousand things done of which the head of the Department could know nothing unless there was perfect good faith on the part of the head of the Department in bringing matters to him.

Q. And he might bring matters to your attention, and obtain your advice and direction, which would not enter into the records of your office?—A. If you mean by that to ask whether there was more or less of verbal consultation concerning which there was no record, it is true. It is necessarily true in every Department; and if nothing would be done except by written correspondence, of course but little would be done. There is a great deal constantly done about which there is verbal consultation only.

By Mr. SARGENT:

Q. Were you consulted with reference to a contract made on the 17th of June, 1870, prior to the passage of the appropriation bill, made with James W. Bosler for the supply of a large amount of beef, bacon, salt pork, flour, coffee, sugar, salt, soap, and tobacco, to be delivered on the Missouri River; a contract made without advertisement or competition?—A. In reference to any contract with Mr. Bosler, I can say I never heard of or saw the name of Bosler until this investigation commenced, and consequently I was not consulted in regard to any contract with him.

Q. Were you aware that a large amount of supplies were to be furnished under a contract of that kind, without any opportunity of consideration of the price by the Board of Indian Commissioners, or opportunity to inspect the articles?—A. I knew of no contract being made for any considerable amount of supplies at that time. I have endeavored to refresh my memory with regard to any intimation of purchases. My impression is that somewhere about that time General Parker stated as a fact that he was obliged as Indian Commissioner to make some temporary arrangements to get some supplies between the termination of the arrangement with the Commissary Department and his issuing of his advertisements. But there was never any consultation with regard to contracts further than such general statement as that.

Q. On the 10th of August, 1870, it is shown by the letter of Commissioner Parker in testimony, that he ordered Bosler at once to supply 1,500,000 more pounds of beef, net, to be distributed at the various agencies on the Missouri River, without making any contract therefor, or advertising so as to invite competition. Were you advised in that consultation, or were you consulted about it?—A. Not that I am aware of.

Q. Would you, where you knew it, allow very large amounts of supplies to be purchased for the Indian Department without advertising?—A. No, I should not. This thing, however, should probably be considered. In emergencies where there was danger of an outbreak, or where there was danger of starvation, I should regard it as within the power of the President to do what might be necessary to avoid an occurrence of that kind. As, for instance, I remember a case in which the ——— Indians were supplied for a considerable period by the Army, directly on the President's order, for the purpose of preventing destitution and starvation among them, where there was no other provision. And there has always been, as I have understood the action of the Indian Bureau, more or less of that kind of provision against temporary

emergencies. But the natural and the right theory, of course, would be that it is exceptional both in character and small in amount, and that would be the hypothesis. In this case I would say we had made our original arrangements with a special view to avoid the necessity of any purchases at all, if we could, in the first place. And then my understanding was that advertisements would be made just as soon as it was possible to do so after the law was passed.

Q. Do I understand you, in the case of a sudden emergency of that kind arising, that the President himself would order a supply through the Army to meet it?—A. In such a way, I should say, as his judgment would require, depending upon his being able to satisfy Congress that it was for the interests of the country; I simply want to say that a discretion of that kind had to be used occasionally, and I think is within the discretionary power of the President at a time like that to save what he considers a calamity.

Q. You would appeal to the President to exercise his discretion in such a case, rather than leave it to the Bureau officer?—A. That would be the exception. The President would, upon consultation, doubtless give his authority for doing what was necessary. But the discretionary power I regard as residing really there.

Q. After the passage of the appropriation bill on the 15th of July, 1870, the first contract entered into, (except the continuation of the Bosler contract, to which I have referred,) seems to be a contract with J. A. Morrow, on the 17th of September, 1870, for the supply of beef to the Indians on the Missouri River. An advertisement for that (in evidence) had been made, and the time for receiving proposals under that advertisement was afterward extended. Do you remember by whose order that extension was made?—A. Yes, sir; it was by mine.

Q. For what reason did you extend the order, and upon whose suggestion?—A. It is in connection with that that I remember about all I can remember of this matter. First, the law required the head of the Department to name the papers which should receive advertisements for different purposes. I called on General Parker to give me the names of the principal papers in the regions where he would like to have the advertisements made and the services performed, and the commercial centers. This he gave me. I then approved that list as the list in which he should publish when it was necessary he should advertise. This first advertisement was published, and it was in some way brought to my attention. It was within the province of the Commissioner of Indian Affairs to act upon it, and he had not submitted it to me, and there was no occasion that I know of that he should do so. It was the custom, and quite within his power, for him to determine upon the advertisement, and to publish it. It was also within the power of the head of the Department to interfere if he found a necessity of interference. When the advertisement was published, my impression is that a clerk in the Department called my attention to it, and I, in looking at it, came to the conclusion that the time was not sufficient for persons who might wish to make bids at Omaha or Sioux City to transmit bids from there to Washington after the advertisement should appear there. General Parker was then in New York, and one of the reasons why, perhaps, there was less of consultation at this time than at any other, was that he was in New York much of the period. As soon as the bill was passed making the appropriations, he went to New York with the commission to purchase the goods. I thereupon directed the chief clerk of the Bureau to telegraph the general there that it would be necessary to extend it; that I thought at least a week should be added to the time. He did so, and the time was extended in that way when the matter was brought to General Parker's attention. The general stated to me that he was, on the whole, confident that the parties who would naturally bid upon it would see it as it was, and that the short interval of time between its appearing in Omaha and in Washington was not a matter of material moment, although there was that appearance; for he had reason to believe that all the principal parties in the West, knowing that such things were to be done, were each watching for the advertisements, and that they would make their bids here, and all that country would be in fact represented. I remember I said it was not alone necessary that the thing should be in fact right, but it should be right on its face also. And, therefore, rather than have that appearance, I preferred to take the inconveniences that might arise from delay. I think at that time that Commissioner Parker's intimation to me was that there was inconvenience and perhaps loss in making delays, because it was important that the beef should be got, and the contracts given, as early as possible, to terminate all temporary arrangements that had been going forward.

Q. Do you know of any reason why the advertisement could not have been inserted a week or fortnight earlier?—A. None except that the general was in New York, busy with the purchases there, and having a good deal on his hands; I could see how, in the rush of work after the appropriation bill was passed, he might leave other matter unattended to for a time.

Q. But the appropriation bill passed on the 15th of July, and this transaction was in September?—A. The date of the contract is in September, but I think that must be some time after the bids were opened. I think so because the first week in September I went on my vacation, and the bids were opened before I left. General Parker was

gone through August; I think he left in July, immediately after the appropriation bill was passed.

Q. Was anybody left here to attend to the business of the Department?—A. Of course. The chief clerk is, by law, the acting Commissioner in the absence of the head of the Bureau, just as Judge Otto is Secretary in the absence of the Secretary.

Q. Was there anything to prevent his inserting it a week earlier?—A. Nothing that I know of, except that he seemed to hesitate to take the responsibility, and that was the case during the whole of Commissioner Parker's absence. I think it might be said that Mr. Cady was hesitating to take the responsibility, and consequently the general was attempting to do, by telegraph from New York, pretty much all the work.

Q. Do you know of any inconvenience that did arise from the extension of the time one week?—A. No; I do not. Nothing came to my knowledge.

Q. Was it brought to your knowledge that the bidders in the West were complaining of the limited time that that advertisement was published there—some three or four days?—A. I cannot recollect that it was. My impression would be that some one in the Department called my attention to it, and that it was there I gave the direction. I do not think it could have come from the West, because my calculation was, when I gave the order, that the advertisement was only just appearing at the West.

Q. If there were bidders at Omaha or Chicago who knew that the Department was going to issue proposals, and consequently would be ready to bid, would they be likely to send in their bids until they could see the advertisement and knew the terms which the Department proposed?—A. That was my theory, and on that I ordered it extended. But then the suggestion made to me was, that everybody was on the *qui vive*, or supposed to be.

Q. But if the parties in Omaha or Chicago did not have time, after the advertisement appeared there, to get their bids here, what advantage was it for them to be on the *qui vive* to bid?—A. You do not understand me. The statement I made a little while ago shows that the hypothesis was, that these western bidders were either represented in the East or were East themselves; that they knew at this season the contracts were to be let, and they had been watching your appropriation bills, and knew as well as those in the Department what was going on, and that they were here. Certainly, persons at the West would get no advantage unless they had time enough to send in their bids; and that was the theory on which I made the extension.

Q. Then I understand you that any one in the West who wanted to bid, who was not here in Washington, would not have had the opportunity?—A. That was my idea of it.

Q. Do you know, as a fact, that the successful bidder, Morrow, was not in Washington, but was in Omaha at the time?—A. I do not. I do not remember his name. I do not know where any of them were, except that I knew one or two were from Omaha, or somewhere out there.

Q. Without the extension which you gave, would it, or not, have given an advantage to persons who might be here upon the ground, to the exclusion of others?—A. I thought it would, and upon that hypothesis I ordered the extension. General Parker thought it would not, and that, everything considered, it was better to make the time short.

By Mr. WELSH:

Q. I understood you to say, in answer to a question of the chairman of the committee, that you had not been consulted, and had no actual knowledge of the special contract of the 17th of June with Bosler.—A. Yes, sir; I never heard of Bosler's name until since this investigation commenced.

Q. In other exigencies during your administration what course was pursued to feed Indians?—A. During the whole of the preceding year we had been getting our supplies from the Commissary Department, so that this question could not arise. The commissary arrangement terminated with the close of the fiscal year. If I remember right, this period, between, probably, the 30th of June and the time when these contracts were let by advertisement, was the only period (within that time) when we called upon anybody else except the War Department for supplies.

Q. I wish to inquire whether, before the passage of the law, you would, had you known it, warranted a contract to the extent of \$362,000?—A. Well, that is a matter of judgment; I should want to find the circumstances peculiar, full of necessity, before I would make any contract that was not strictly warranted by the letter of the law. If an Indian tribe was, in my judgment, in danger of immediate outbreak or in danger of starvation, I should use every possible means to prevent it, and if I were confident that there was simply a delay in passing the appropriation bill, and had, from my acquaintance with the committee, full knowledge of the almost certain probability of its passing, I should, in a case of great emergency, at the head of the Department, feel like acting on that probability, but I should want to be very certain about it. But it is a case of discretion, where I would not like to draw very closely the line of what I would do or what I would not do, except that I should want to be very certain that I was acting in accordance with the necessities of the case, and of the almost certain action of Congress in regard to it.

Q. Did you grant that power to any of those under you?—A. That power never came up for discussion in any form that I know of, as such; it was one of those instances of discretion which was never, I think, distinctly discussed. The Indian Bureau has always been in the habit of making purchases, as I have understood it, when it was understood that the appropriation bill was prepared by the committee. They have made, if not direct contracts, they have made conditional contracts at different times, with the understanding that if the appropriation bill passed they could then call upon parties to act, in order to get them out speedily. That I remember having brought to my attention as having been the long-time practice among them, from the fact that when we began in March, 1869, there were arrangements already made for goods being purchased. I interfered and stopped some of these; I canceled contracts, and there was some trouble about it at the time, but it was then shown to me, and I think has been indisputably the fact, that, in order to meet the times of transportation on the river and to get goods out in time, there has been embarrassment constantly growing out of the fact of the lateness of the time of passing appropriations, and it has become the custom to make that kind of provisional arrangement that if the bill passed they would be required to furnish certain supplies; and if not, they would not. Now, that kind of discretion has been exercised in the Bureau. We endeavored to put an end to it; we endeavored to bring everything down to limits, and the formation of this board of commissioners was with a view to that—to get everything under that supervision and control so that there might be no possible question, and to get rid of these difficulties. And consequently, while I say that in a case of extreme necessity the President or the head of a Department can exercise a discretion, yet it should be done with great caution. The gentlemen of this committee will all remember that contracts of that kind were made by General Harney, and that there was great debate whether they should be paid or not. They were finally paid, on the ground that it was a matter of public necessity and the arrangement made in good faith.

By General CHIPMAN :

Q. You do not intend to say, in giving these opinions, that General Parker abused his power as an officer, or his discretionary authority, in making the provision he did, acting under the circumstances that he did, in 1870?—A. I do not express any opinion about it, because I do not know the facts. I have answered a hypothetical case put to me by Mr. Welsh. The fact is, I never learned anything about this contract specifically, until I learned it through this investigation.

Q. Did not you know there was an exigency upon the Indian Department as represented to you by the Commissioner?—A. There was a statement on his part of the necessity existing, which he was meeting in some form for the temporary needs of those Indians. But as to its extent or kind, I knew nothing whatever.

Q. That was left to his discretion?—A. It was, as I have stated. The fact was stated as such, and he was to act according to his best judgment. No specific case was brought up for my action.

By Mr. SARGENT :

Q. I understood you to say that a practice had grown up in the Department through a series of years, by which, in advance of the passage of the appropriation bill, advertisements would be issued, on even provisional contracts entered into, with the understanding that if the appropriation was not made, the contract should be void, and the articles not delivered or paid for. Do you know of any practice by which, in advance of the passage of the appropriation bill, it was agreed that the articles should be delivered or paid for on the receipts of the respective agents—a contract making no reference to the prospective passage of the appropriation bill, and in the entire absence of one?—A. No, sir. I do not know of any such case.

By General CHIPMAN :

Q. Do you say that the Indian Bureau has never made purchases without advertising; that the head of the Bureau has never exercised the discretion of making purchases to meet emergencies according to the view that he might take of them?—A. That is not what I have said.

Q. I do not understand you to say, do I, that the only form of contract which the Commissioner makes to meet these emergencies is a contract to be void in case an appropriation act is not passed?—A. We are now speaking of contracts made where there is no appropriation bill passed. Where there are appropriations made for trifling amounts, the agents have often been authorized to make specific purchases. As when an agent is not in communication with the outside world, that is an emergency. I have supposed the power existed and the office has exercised it. My familiarity with the office is not great enough to say how far they have gone. But I was speaking of large contracts for large amounts of supplies made without the usual forms.

Q. Would there be any difference in regard to the duty of the Commissioner to provide for the emergency in the case of the supply for a hundred Indians, or ten or fifteen

thousand; would not his action be the same, except proportionately large in one instance over the other? The quantity of supplies he would have to furnish under an emergency would not affect the question if he had to act, would it?—A. Of course it would only affect the caution with which he would proceed. Every man exercises more caution in great matters than in small ones, and persons often exercise a discretion in small matters that they might not in great ones. The question is simply what is best to do in the emergency.

Q. Then the Commissioner would have to determine that question for himself, or no one could in that matter?—A. Whoever the responsibility is upon must determine it for himself. In the larger matters of the Bureau we expect, of course, more consultation with the head of the Department or with the President than in little ones. If a matter should arise wherein the action of the Bureau might terminate in a war or not, although the responsibility might be with the Commissioner, yet we would expect a greater amount of caution and more consultation than in a less important measure.

Q. Did not the Commissioner consult with you in regard to the necessity of supplying these Indians along the Missouri River in June?—A. The Commissioner spoke, as I have stated, of his being under the necessity of making temporary arrangements for the Indians there; but I never knew anything with regard to any specific arrangement as to how it was to be done, or to what extent. The impression left upon my mind was that here was a temporary difficulty that he was contending with and trying to get along with until the appropriation bill was passed; but the specific means of meeting it was not presented to us.

By Mr. BECK:

Q. When such emergencies arose as required the action of the President to meet them, of which you have heretofore spoken, how did he usually meet them, by calling upon the Army or the Indian Department to meet them—for supplies, I mean?—A. Always, before the close of the last fiscal year, he had called upon the Army, because there had been a specific arrangement made with the Army that it should aid in supplying the Bureau. At this time, my impression is that General Parker's embarrassment arose out of the fact that the Commissary Department of the Army had notified him that they could no longer continue the arrangement. That was the basis of his trouble.

Q. Did the President, so far as you know, meet these difficulties through the Army?—A. Yes, sir. We had had no case before us in which there was any difficulty before. We had always called on the Army, and got the supplies from them. But if the Army were to be left out of the account, of course then the arrangement would have to be made upon another hypothesis, and that was the supposition, I understand, that existed—that the Army was to be left out of the case; that it declined to make the supplies.

By Mr. SARGENT:

Q. Was not the Commissary Department subject to the orders of the President?

A. Yes, sir; but when the President and Secretary of War had consulted, and the notice came from the Department that they must discontinue that arrangement at the end of the year, that was the President's action.

Q. But we are now speaking of an emergency where it required a special power coupled with an appeal to Congress.

A. Of course, in an extraordinary case, the President would be just as much at liberty to make an order in the one instance as in the other; and if he thought it was necessary for the Government service that the Army should make the supplies, he would issue such an order, undoubtedly.

EXHIBIT A.—Executive Order.

EXECUTIVE MANSION, Washington, D. C., June 3, 1869.

A commission of citizens having been appointed, under the authority of law, to coöperate with the administrative Departments in the management of Indian affairs—consisting of William Welsh, of Philadelphia; John V. Farwell, Chicago; George H. Stuart, Philadelphia; Robert Campbell, St. Louis; W. E. Dodge, New York; E. S. Tobey, Boston; Felix R. Brunot, Pittsburg; Nathan Bishop, New York; and Henry S. Lane, Indiana—the following regulations will, till further directions, control the action of said commission and of the Bureau of Indian Affairs in matters coming under their joint supervision:

1. The commission will make its own organization, and employ its own clerical assistants, keeping its "necessary expenses of transportation, subsistence, and clerk-hire, when actually engaged in said service," within the amount appropriated therefor by Congress.

2. The commission shall be furnished with full opportunity to inspect the records of the Indian Office, and to obtain full information as to the conduct of all parts of the affairs thereof.

3. They shall have full power to inspect, in person or by sub-committee, the various Indian superintendencies and agencies in the Indian country; to be present at payment of annuities, at consultations or councils with the Indians; and, when on the ground, to advise superintendent and agents in the performance of their duties.

4. They are authorized to be present, in person or by sub-committee, at purchases of goods for Indian purposes, and inspect said purchases, advising with the Commissioner of Indian Affairs in regard thereto.

5. Whenever they shall deem it necessary or advisable that instructions of superintendents or agents be changed or modified, they will communicate such advice, through the office of the Commissioner of Indian Affairs, to the Secretary of the Interior; and in like manner their advice as to changes in modes of purchasing goods, or conducting the affairs of the Indian Bureau proper. Complaints against superintendents or agents, or other officers, will, in the same manner, be forwarded to the Indian Bureau or Department of the Interior for action.

6. The commission will, at their board meetings, determine upon the recommendations to be made as to the plans of civilizing or dealing with the Indians, and submit the same for action in the manner above indicated; and all plans involving the expenditure of public money will be acted upon by the Executive or the Secretary of the Interior before expenditure is made under the same.

7. The usual modes of accounting with the Treasury cannot be changed; and all expenditures, therefore, must be subject to the approvals now required by law and by the regulations of the Treasury Department, and all vouchers must conform to the same laws and requirements, and pass through the ordinary channels.

8. All the officers of the Government connected with the Indian service are enjoined to afford every facility and opportunity to said commission and their sub-committees in the performance of their duties, and to give the most respectful heed to their advice within the limits of such officers' positive instructions from their superiors; to allow such commissioners full access to their records and accounts; and to cooperate with them in the most earnest manner, to the extent of their proper powers, in the general work of civilizing the Indians, protecting them in their legal rights, and stimulating them to become industrious citizens in permanent homes, instead of following a roving and savage life.

9. The commission will keep such records or minutes of their proceedings as may be necessary to afford evidence of their action, and will provide for the manner in which their communications with, and advice to, the Government shall be made and authenticated.

U. S. GRANT.

WASHINGTON, D. C., *February 1, 1871.*

CHARLES D. WOOLWORTH sworn and examined.

By Mr. CHIPMAN:

Question. Where do you reside?—Answer. At Sioux City, Iowa.

Q. How long have you resided there?—A. Three years.

Q. What is your occupation?—A. I am secretary of the Northwest Transportation Company.

Q. How long have you been engaged in transportation on the Missouri River?—A. I have been engaged with the present company three years. I was engaged two years before in transportation from St. Louis up to Montana.

Q. How extensively have you been engaged in this business?—A. The first year, at Sioux City, we employed eleven boats. Last year we employed about seven boats most of the time during the season; sometimes more, and sometimes not more than five.

Q. What is the nature of your business, Government and private also?—A. Our business last year has been almost entirely Government. The year before it was freights for Montana merchants.

Q. With what Departments have you had contracts?—A. With the Quartermaster, War, and Indian Departments.

Q. Did you enter into a contract with the Indian Department in September, 1870?—A. Yes, sir.

Q. When, where, and with whom did you arrange the terms of that contract?—A. It was in the month of August, in New York, with General Parker.

Q. Do you remember what time in August?—A. I cannot tell exactly. I think in the middle or along toward the latter part. I met him when he was buying annuity goods.

Q. Did you talk over the terms of the contract and arrange the freights with him at that time?—A. I gave General Parker my idea of what the rates would be, and I intended when I went to New York—when I saw him first—to try to close a contract then, supposing it was for the annuity goods, not knowing that it was a contract for as much freight, as I afterward ascertained. I then declined to close a contract with

him until I could go home. I was receiving telegrams from home with regard to the river, and cautioning me about making contracts for any amount of freight.

Q. In talking over the matter with him, were the suggestions you made in regard to freights and the rates as high as those that entered into the contract?—A. They were fully as high, and I think in some cases higher.

Q. What promise did you make in regard to forwarding freight that should reach Sioux City before the contract was finally executed?—A. After I declined to close the contract at New York at that time, General Parker told me that some annuity goods were there, about ready to ship, that he wanted to go right away. I told him I would go home, and send those goods forward if they arrived while I was there, at the rate I had stated in New York, or at whatever the contract was closed for.

Q. When did you finally execute the contract?—A. It was early in September. I intended or expected to either meet him when he came West or to send to Washington.

Q. Where was this contract executed?—A. The contract was not signed on his part until the latter part of September. I sent it to Chicago by the president of our company, Captain Lawrence, after I heard that General Parker was coming to Chicago, I think. I had an impression that he was coming to Sioux City, and held it there some time until I afterward heard that he was to be in Chicago.

Q. It was signed by you early in September, and sent on?—A. Yes, sir; I wrote the contract in the early part of September, intending to send it to him, but afterward found he was coming West, and so I retained it.

Q. It was executed by you in duplicate and sent on?—A. Yes, sir.

Q. Have you a copy of the original contract?—A. Yes, sir.

Q. Do you remember whether the blank date was filled up by yourself or left blank to be filled by the Commissioner?—A. It was left blank, and filled by him when he signed it. At least it was filled when it came back.

Q. Will you produce your copy?—A. I will. This is it.

[Mr. Chipman offered the retained copy of the contractor, showing that it is signed by E. S. Parker with dark ink, and the date filled in with the same kind of ink, and the body of the instrument written in violet ink.]

Q. Was your company interested in any Government contract for carrying freights this last summer?—A. Yes, sir.

Q. What one?—A. We own an assignment of a contract in the name of George K. Hazlett, for the transportation of Government supplies from Chicago to points on the Missouri River, on through bills of lading to points above Sioux City.

Q. Examine the provision of that contract, and state whether you would have been obliged under that to carry freight for the Indian Department, (those goods and supplies which your company carried,) and if not, why not?—A. This contract is only for goods shipped by the Quartermaster's Department from Chicago, on through bills of lading. It has nothing to do with this freight. That contract had nothing to do with this freight.

[Witness read the provisions of the contract referred to.]

Q. Were you interested in what is known as the Hiram K. Hazlett contract?—A. That was another contract. The Quartermaster's Department had two contracts, one from Chicago, and one from St. Louis. We were not directly interested in that contract of Hiram K. Hazlett.

Q. In what way were you connected with it?—A. We made an arrangement with Hiram K. Hazlett to carry freight for him under that contract, at the contract rates, less fifteen per cent. commission.

Q. Did you carry freights under that contract in that manner?—A. Yes, sir.

Q. Are you familiar with its terms?—A. Yes, sir.

[A letter from the Quartermaster General, dated January 31, 1871, addressed to the chairman of the committee, giving a list of distances from Sioux City to different points on the Missouri River, was offered in evidence, and is appended to this testimony, marked Exhibit A.]

Q. Under your contract with Commissioner Parker, to what date were you bound to carry freights?—A. It embraced freights up to the 1st of January, 1871.

Q. Was the quartermaster's contract with Hiram K. Hazlett more advantageous to the contractors than the one made by Commissioner Parker with you?—A. I consider it so.

Q. Why?—A. Under the quartermaster's contract large rates—full rates—were paid for way freight. There were soldiers, and the transportation of wagons, horses, and mules, and they would pay a much larger rate than common freight; and there were very often down-stream freights, by which the boats could double their receipts. The freight under that contract—the bulk of it—was shipped during the best months of navigation.

Q. How was it with Commissioner Parker's contract in that respect?—A. The freight under that contract was shipped late in the fall.

Q. And was liable to go to what month?—A. The expiration of the contract was the 1st of January. There were no down-stream freights under that contract; nothing but up-stream freights; no way freights included; nothing but up-stream freights.

Q. Under the Hiram K. Hazlett contract, do you remember any instances where you started on a trip with freight that would not be a paying one, and, if so, what was the result?—A. I remember one instance of sending the steamboat Bertha up the river with a less receipt than would pay her expenses to the point named. But under this contract, she might have troops to carry from one point to another, as well as supplies and stores, and bring troops down. And it was a frequent occurrence for boats going up to change supplies from one post to another. That is what those rates were provided for.

[Witness shown a tabular statement of the rates of freight under the H. K. Hazlett contract, which is appended to this testimony, marked Exhibit B.]

Q. Am I to understand from this tabular statement that the rates shown for way freights are the amounts paid for the distances as shown in the same table?—A. Yes, sir.

Q. Was or not this part of the contract favorable or otherwise to the contractor?—A. The way freights, so far as my knowledge has been, are always taken into account in making up the other rate to the principal points; that the way freights are much larger, and go to make up a better rate on the other freight; that it is an advantage on a contract; soldiers are a very large advantage on a contract.

Q. What is the advantage of having soldiers, and cattle, and things movable?—A. The advantage in having soldiers is that you can load a boat with about all the freight you want to put on her, putting the freight in the hold, and then putting two hundred troops aboard of her is no disadvantage at all. If you run on a bar the soldiers can get off and walk around, and they are of great assistance on the boat if they are under discipline, and the receipts from the transportation of soldiers are always large.

Q. In making bids for transportation with the Quartermaster's Department, have you heretofore had reference to representations made by Government officers that the bulk of freights would go up in the early months?—A. We did this year—for 1870.

Q. In 1870 that was taken into consideration?—A. Yes, sir. We lost before for that reason, and before we bid on these contracts we had an interview with General Rucker, and were assured that this year he would not burden us in that way; that the freight should be hurried off, and come in under those contracts, on the early months.

Q. How does that affect your rates, as shown in this Hazlett contract, for the late months; are they as high as they would be otherwise?—A. The estimate on that contract is made by adding the rates of each month together and dividing it by the number of months for which it is bid for, taking the average. When we bid, we were assured there would be little or no October freights; hence we did not put the rates high, because we were afraid of raising the average on account of competition.

Q. What am I to understand from you in regard to those October freights, with reference to their being put at a higher price?—A. I would say that a man bidding on that contract, understanding the business, if he had no assurance that he would have little or no October freights, he would make it higher.

Q. If he had a large bulk in October, what would be the result?—A. In ordinary seasons, he would lose a good deal of money. We had as good a rate as that before; but last year I do not think any money would have been lost under that contract, perhaps—that is, 1870.

Q. Did you ever make a contract with the Quartermaster's Department as late as September in any other year than 1870?—A. Yes, sir, we have had special contracts each year we have been there with the Quartermaster's Department.

Q. Did you make any contract in 1868 with reference to freights to Fort Rice?—A. We made a contract in 1868 with Captain Rodgers, quartermaster at Sioux City, for a late trip to Fort Rice. My impression is that the boat left about the 5th of October.

Q. How near is that to Grand River?—A. Grand River is ten miles below Fort Rice. We got eight cents for that.

Q. Did you make a contract in 1869?—A. Yes, sir; with Captain James Gillis' quartermaster at Sioux City. We made that contract in September—I think about the middle of September—to Fort Buford. We got 8 cents for that.

Q. Where is Fort Buford?—A. It is above Berthold—250 miles above.

Q. Did you carry any private freights at that time?—A. Yes, sir.

Q. What freights did you get?—A. Ten cents.

Q. Was that contract let upon proposals?—A. It was.

Q. Do you remember any instances of starting boats as late as in August, 1869?—A. Yes, sir. We started two boats to Fort Benton in August.

Q. How loaded?—A. Loaded light with Government freight, under a contract we had with the Quartermaster General.

Q. How far did those boats go up?—A. To the mouth of Milk River.

Q. Where is that?—A. I think about four hundred miles above Fort Buford.

Q. What time did they reach there?—A. About the 1st of September.

Q. What was the result of that trip?—A. The water was so low that the boats could not go any further than the mouth of Milk River. There they put their freight ashore, and the captain divided the crews, and left part of them there with the freight, and sent the boats home.

Q. How were they at last delivered?—A. The captain sent a messenger to Fort Benton and got an ox train of a hundred wagons, and hauled the freight up to the fort from there.

Q. What was the result of that operation financially?—A. The company lost \$20,000 on the two trips.

Q. Was there, in this Commissioner Parker contract of 1870, any bond issued by you?—A. Yes, sir.

Q. What are generally some of the risks of navigation on that river?—A. We consider that above Sioux City, during the good months, there is very little risk. During the later months boats are detained very seriously by winds.

Q. How do they operate?—A. We have had instances of boats lying at the bank three days, being unable to get out of a bend on account of the wind holding them there. This occurs early in the spring and late in the fall. During the summer there is no wind. We estimate for one-half more time on account of these winds. Then again the water gets very low. The water begins to go down about the 1st of September, so that boats drawing three feet will have trouble. With one of our boats one hundred tons of freight will put a boat three feet, easy.

Q. How about ice?—A. For a boat going as far as Forts Rice or Stevenson, the risk of being kept in the ice is very great. Three years ago there were five steamboats frozen in the ice. They were scattered from Fort Randall to Grand River.

Q. At what time?—A. Year before last they were caught there, I think, about the first of November, just according to their location.

Q. What amount of insurance do you have to pay on boats?—A. The rate is 25 per cent. risk on hulls. We insured ourselves last year.

Q. Did you lose a boat during the execution of the Parker contract?—A. Yes, sir.

Q. What was her value?—A. She was valued at \$10,000, but cost more.

Q. How did you deliver what freight you saved?—A. We sent another boat to her. The crew saved about half her cargo—saved her deck cargo, put it ashore, and we sent up another boat, which delivered it.

Q. At what cost?—A. It cost us \$1,000, I should estimate, over the receipts.

Q. What time did the river close in 1868-'69, practically?—A. At Sioux City it closed on the 17th November.

Q. Do you mean by that it was frozen over?—A. Yes, sir; ice stopped running in the river.

Q. At what time did navigation close there practically?—A. That depends upon what point you wanted to send to.

Q. Say Cheyenne, in 1868-'69?—A. I should say the 10th of October.

Q. You think it would not be safe, at ordinary seasons, to undertake to go to Cheyenne after the 10th or 15th of October?—A. We sent a boat that year to Fort Rice that got back; I think she left about the 5th of October. I should say from the 10th to the 15th of October, in ordinary seasons, navigation closes.

Q. How did 1870 compare with 1868-'69?—A. It was an entirely different season; we had a rise on the river the 1st of October. Such a thing was never known there before; we had a very open, late fall. There were thirty or forty days more navigation than the year before.

Q. What would have been the result in carrying out this Commissioner Parker contract if the ordinary season had happened instead of this favorable one, as it turned out to be?—A. If we had the freights get to us as late as we did this year, and had the same season we had in 1868-'69, we could not have delivered them.

Q. Could the Government have obliged the contractor to have taken this freight that you carried for Commissioner Parker, under the H. K. Hazlett contract that we have already referred to?—A. No, sir.

Q. Why not?—A. Because under that contract the contractor has ten days' notice, and the contract expired the 31st of October. There was no contract existing after then.

Q. Then you deduct ten days from the 31st for notice that the contractor was entitled to?—A. Yes, sir.

Q. If you were contracting to-day for freights up the Missouri River for the year 1871, and having the same amount of freight to carry under the Hazlett contract with the Quartermaster General, from St. Louis, and one similar to the one executed with Commissioner Parker, which would you regard as the most profitable, and which would you rather take?—A. I should like to enter into a contract like that of H. K. Hazlett's, but I would not enter into a contract like the one with Commissioner Parker to-day, for the same amount of freights, and take them the same season of the year.

Q. You would not enter into such a contract to-day?—A. No, sir. I refused to do it at New York until I was satisfied we would probably have a better season than the year before.

Q. I notice in one of the vouchers some of the freights were shipped prior to the execution of the contract, that is, prior to the 28th of September.—A. I have explained

that. I arranged with Commissioner Parker that I would send those freights from Sioux City immediately on their arrival.

Q. I notice in one of these vouchers also some freights for a small amount, shipped in April and May, 1870, that were paid for on vouchers, in connection with this contract. Will you explain about that freight?—A. I contracted for that freight.

Q. With whom?—A. With Major Clifford Culver, the Indian agent. He was at Sioux City, on his way to the Indian agency. He had no money to pay for freights, and I was either to collect from the Department the rate we had the year before, or, if we had a new contract, to put it in at that.

Q. Were the rates the year before more than you charged in this voucher?—A. Yes, sir. I made the rates for horses, mentioned in those items, from the Hiram K. Hazlett contract.

Q. There are in evidence certified drafts or Treasury warrants, issued in payment of these transportation services, payable to your order, indorsed by you to J. W. Bosler, and by him to Jay Cooke & Co. Will you explain that transaction, how Bosler came to have anything to do with it?—A. Mr. Bosler was at Sioux City superintending the shipment of his flour for the Indian Department, for which he had a contract. He found that to collect the pay for his flour he had to present the agent's receipts on the bills of lading. He wanted I should appoint some one in the East to whom I should send these bills of lading, and he could collect for the flour the same time I did the freight. I suggested that he should take the bills of lading on and collect them, and I would send him my receipted bills of lading, provided he would collect them for me without expense, and deposit the money. I gave him written authority to write my name across the drafts; and Bosler was to be there and collect his claim for flour, and at the same time facilitate the collection of my freight.

Q. He made the collection for you in that way?—A. Yes, sir.

Q. Had he any interest, direct or indirect, in this transportation contract?—A. Not at all.

Q. Had he any interest in these drafts that he collected for you?—A. No, sir. He asked me, the first draft he collected, to let the money lie to his credit, if I could, for twenty days, until he could get some money for his flour. I think he had the use of the money for fifteen or twenty days. I then telegraphed him that I must have the money, and he telegraphed me that he had deposited it in New York. I considered the use of the money was equivalent to the trouble he had in collecting and attending to my business.

Q. What is Bosler's standing in your community for business integrity and character?—A. I guess as good as anybody they could find. He has the reputation of being perfectly reliable, and a man of means.

Q. Had Commissioner Parker any pecuniary interest, direct or indirect, in your transportation contract with him?—A. He had none.

Q. Did any one have outside of your company?—A. Not outside of the stockholders of our company.

By Mr. SARGENT:

Q. You have examined this contract of George K. Hazlett?—A. Yes, sir.

Q. Have you an interest in it?—A. Yes, sir.

Q. How did you acquire an interest in it?—A. The contract was assigned to our company by Hazlett.

Q. For what consideration?—A. The sum of \$1.

Q. Your company has carried out that contract?—A. Yes, sir; our company gave the bond for Hazlett, the stockholders of our company going on the bond.

Q. I suppose, in fact, Hazlett bid for your company?—A. Yes, sir.

Q. I find attached to your contract no such schedule as the one attached to the Hiram K. Hazlett contract.—A. We had no freight under that contract except that freight started from Chicago. We could not claim a pound of freight at Sioux City or above Sioux City, under that contract. The prices under this contract were as low, or even lower, than those under the Hiram K. Hazlett contract. On the average they are at least as low. On this contract the rates are from Chicago through. I mean to say that from Sioux City to the Yankton Agency, the prices under this contract are at least as low as from Sioux City under that contract of Hiram K. Hazlett's.

Q. What was the rate from Chicago to Sioux City by rail?—A. We paid 62½ cents.

Q. Then, taking off the difference, is not the average about the same for transportation to the different agencies under the two contracts?—A. Yes, sir; about the same.

Q. Under this contract there is no provision for those way freights you refer to?—A. No, sir.

Q. Then the criticism you make on the Hiram K. Hazlett contract does not apply to the George K. Hazlett contract?—A. No, sir; that contract does not have the advantages of the way freight.

Q. And yet you have the assignment of this contract, and the carrying it out?—A. Yes, sir.

Q. You say that Indian goods could not be shipped under the George K. Hazlett contract because they were required to be carried through on through bills of lading?—
A. Yes, sir; that contract applies to freight on through bills of lading only.

Q. Could you not make a contract to carry them?—A. Yes; up to the time the contract expires.

Q. But there is no difficulty in the way, under the H. K. Hazlett contract, of carrying Indian goods if it was for the advantage of the Government to carry them for higher rates?—A. My explanation is, that in my answer before I said that these Indian goods could not be carried under that contract, because they were not ready at the time this contract expired.

Q. What Indian goods do you refer to?—A. Flour, principally.

Q. What month was it shipped in?—A. Shipped in the latter days of September, in October, and the first days of November.

Q. How about all the freight that was sent before you made any written contract, commencing in June and extending down to the 26th of September?—A. We shipped a lot of goods to Berthold, but nothing until in September.

Q. How much flour before the 26th?—A. I should think two or three cargoes.

Q. How much was shipped in November?—A. I could not tell positively.

Q. As much as there was in September?—A. Yes, sir.

Q. More?—A. I should think about the same.

Q. How much was shipped in December?—A. None.

Q. Who was the contractor to furnish that flour that was shipped in November, or other goods?—A. Mr. Bosler.

Q. Do you know of any reason why that flour could not have been sent up in August or September?—A. No, sir. We sent the flour as fast as it was furnished to us.

Q. How much did you send in October?—A. I think we sent 800 or 1,000 tons.

Q. Was the great proportion of it after the signing of the contract?—A. Yes, sir. I should think three-quarters of it.

Q. Was the most of that freight flour, and articles of that character?—A. Yes, sir; flour and bacon.

Q. Do you know of any reason why those goods could not have been earlier on the ground to be shipped when freights were reasonable?—A. I have no means of knowing. I do not know when they were bought.

By Mr. WELSH:

Q. Did the company authorize you to empower Mr. Bosler to sign in your name as secretary of that company?—A. The president of the company and myself consulted about it, and we both agreed to it.

Q. Are you not aware that Indian goods could have been shipped on either of those contracts?—A. Any Indian goods delivered to us at Chicago, I suppose, we should have been obliged to carry under that contract.

Q. Then what is your understanding of these contracts as to time? When Indian goods are delivered to you on the first day of September at Chicago, you date it from their receipt at Chicago; and when delivered to you the first day of September at Sioux City, you date it at Sioux City?—A. Yes, sir.

Q. Then the date is from the time these goods are delivered to you as being ready for shipment?—A. Yes, sir; but they have got to give us ten days' notice. They cannot come to us with goods without notice.

Q. But that ten days' notice could have been given ten days before the time of receiving the goods?—A. Yes, sir.

Q. How many offers did your company make in their own name, or their clerk's, or other people, for that Chicago contract?—A. They made two.

Q. Two only?—A. Yes, sir.

Q. One in their own name and the other in Hazlett's name?—A. Yes, sir.

Q. Do you know what the difference was between the offer in their own name and the offer in the name of Hazlett, who, I understand, was a clerk?—A. I do not know.

Q. What are called "straw bids"? Did you ever hear the term?—A. Yes; it is rather familiar.

Q. What does it mean exactly?—A. Well, I should say it means a bid a man don't intend to fill, in order to sell out.

Q. Did they not give named securities each time?—A. Yes, sir.

Q. In this bid that H. K. Hazlett gave, I find these names; will you tell me who they are? H. E. Cutting.—A. I do not know him.

Q. Do you know W. J. Koontz?—A. Yes, sir; he is a relative of Mr. Hazlett.

Q. Is he a clerk of his?—A. No; he is a steamboat man.

Q. C. M. Seaman; who is he?—A. I think he is a steamboat man in St. Louis.

Q. Joab Lawrence is your president?—A. Yes, sir.

Q. Barton Able; who is he?—A. He is a very extensive steamboat man in St. Louis, or has been in years before.

Q. When you were in New York, did you see De Witt Clinton Wheeler?—A. I did.

Q. Did he ever speak to you about this contract touching the transportation of Indian goods up the Missouri River?—A. I presume he did.

Q. Has Bosler an interest in his brother's house in Sioux City? Is he partner or capitalist?—A. I do not know any brother of his in Sioux City. He has a brother living at Lamars, near Sioux City. He is a stock-raiser out there.

Q. You do not know whether he had any interest?—A. I do not know anything about their matters.

Q. Had you any talk with General Parker, ever, about carrying Indian goods under these contracts?—A. No, sir.

Q. When you made a bargain with him for specific work, did you notify him that there was already a contract for carrying Indian goods?—A. No, sir.

Q. The rate you speak of, 62½ cents, did that cover dry goods from Chicago to Sioux City?—A. Our rate was a round rate, for rough goods and all. The contract was originally 75 cents, but was reduced to 62½ cents.

Q. Have you any notice here or there as to the time these goods were ready for shipment in Sioux City?—A. No, sir.

By Mr. CHIPMAN :

Q. State whether your answers as to the amounts of freights and time of shipment are from memory, and whether the vouchers will show the exact facts.—A. My statements are entirely from memory. I never have made any estimate with regard to them. I know that the bulk of our work was in October. We delivered a good deal of freight in November.

EXHIBIT A.

QUARTERMASTER GENERAL'S OFFICE,
Washington, D. C., January 31, 1871.

SIR: As requested by General Parker, Commissioner of Indian Affairs, per General N. P. Chipman, I respectfully submit herewith a list of distances from Sioux City to different posts on the Missouri River, used in the examination and settlement of officers' accounts at this office, viz :

	Miles.
Sioux City to Yankton agency	142
Fort Randall	246
Whetstone agency	271
Brulé agency	391
Crow Creek agency	402
Fort Sully	481
Cheyenne agency	546
Grand River agency	661
Fort Rice agency	771
Stevenson	935
Berthold	946
Buford	1,201

Very respectfully, your obedient servant,

M. C. MEIGS,
Quartermaster General, Brevet Major General U. S. Army.

Hon. A. A. SARGENT,
Chairman Sub-Committee of Appropriations,
House of Representatives, Washington, D. C.

EXHIBIT B.

October freights, per hundred pounds, under Hiram K. Hazlett's contract with the Quartermaster General, computed from contract for March 20 to October 31, 1870, inclusive.

Sioux City to Yankton agency	\$2 25
Fort Randall	2 25
Whetstone agency	3 00
Lower Brulé agency	3 30
Crow Creek agency	3 75
Fort Sully	3 90
Cheyenne agency	4 80
Grand River agency	4 80
Fort Stevenson	6 00
Fort Buford	6 75

Fort Berthold is between Stevenson and Buford. Quartermaster General's contract had no rate to Fort Berthold. The rate would be governed by rate to next point above Berthold, which would be Buford.

Rate of freights, per hundred pounds, under contract of Northwestern Transportation Company with Commissioner Parker, dated September 26, 1870, for September, October, November, and December, 1870.

Sioux City to Yankton agency	\$2 25
Whetstone agency	3 25
Lower Brulé agency	4 25
Crow Creek agency	4 25
Cheyenne agency	5 25
Grand River agency	6 25
Fort Berthold	7 50

Transportation contract of March 25, 1868, from April 1 to October 1, 1868, between Northwestern Transportation Company and N. G. Taylor, Commissioner of Indian Affairs; rates per hundred pounds.

New York City to Yankton Agency	\$7 72
Whetstone agency	7 72
Brulé agency	7 72
Crow Creek agency	7 72
Cheyenne agency	8 72
Grand River agency	8 72
Berthold agency	10 72

The average railroad rates from New York to Sioux City were \$2 60 per hundred pounds, which, deducted from this table, shows as below:

Sioux City to Yankton agency	\$5 12
Whetstone agency	5 12
Brulé agency	5 12
Crow Creek agency	5 12
Cheyenne agency	6 12
Grand River agency	6 12
Berthold agency	8 12

Yankton, Whetstone, Brulé, and Crow Creek agencies are between Sioux City and Fort Sully; Cheyenne and Grand River are between Forts Sully and Rice; Berthold is between Fort Union and Muscleshell.

Commissioner Parker's contract of May 13, 1869, is at same rates as contract of Commissioner Taylor for 1868.

Rates paid under contract with same company, September 20, 1870, for September, October, November, and December, 1870.

Sioux City to Yankton agency	\$2 25
Whetstone agency	3 25
Lower Brulé agency	4 25
Crow Creek agency	4 25
Cheyenne agency	5 25
Grand River agency	6 25
Berthold agency	7 50

Rates paid, per hundred pounds, for transportation of way freight under Hiram K. Hazlett's contract with the Quartermaster General, computed from contract for March 20 to October 31, 1870.

	March to July, inclusive.	September.	October.	Table of distances.	Table of distances from Sioux City to—	River distances.
				Miles.		Miles.
Sioux City to Yankton agency	\$0 75	\$1 50	\$2 25	142	Yankton agency ...	142
Yankton to Randall	75	1 50	2 25	104	Fort Randall	246
Randall to Whetstone	95	1 90	2 85	25	Whetstone agency ..	271
Whetstone to Brulé	1 00	2 10	3 00	120	Brulé agency	391
Brulé to Crow Creek	1 00	2 20	3 00	11	Crow Creek agency.	402
Crow Creek to Fort Sully ...	1 15	2 20	3 45	79	Fort Sully agency ..	481
Fort Sully to Cheyenne	1 15	2 30	3 45	65	Cheyenne agency ..	546
Cheyenne to Grand River ...	1 10	2 20	3 30	115	Grand River	661
Grand River to Fort Rice ...	1 15	2 30	3 45	110	Fort Rice	771
Fort Rice to Stevenson	1 30	2 60	3 90	164	Fort Stevenson	935
Stevenson to Buford	1 50	3 00	4 50	455	Fort Berthold	946
					Fort Buford	1,201

WASHINGTON, D. C., Wednesday, February 1, 1871.

WALTER A. BURLEIGH sworn and examined.

By the CHAIRMAN :

Question. Where do you reside?—Answer. I live at Bonhomme, Dakota Territory.

Q. What official position have you recently occupied?—A. I was a delegate from Dakota in the Thirty-ninth and Fortieth Congresses.

Q. What is your present occupation?—A. I am a farmer.

Q. Have you dealt in cattle with the Commissary or Indian Departments, on the Missouri River?—A. Yes, sir; somewhat.

Q. You had contracts with them to what extent, and when?—A. I had a contract with the Commissary Department in 1869, and I had a contract with Mr. S. M. Janney, last year. My contract, in 1869, was to furnish supplies for the Indians on the Missouri River, during the month of July, I think. And in 1870 it was to furnish supplies, for one year, for the Santee Sioux, and commenced on the 1st day of November.

Q. Have you bought any cattle in Texas, to be delivered in Dakota this year—1870?—A. Last January I went to New Orleans, and telegraphed from there to Texas, and had a gentleman meet me at New Orleans, and made an arrangement by which he was to drive me 3,500 head.

Q. Where were they to be delivered?—A. He was to deliver them on the Missouri River.

Q. At what point?—A. I think at any point below Fort Randall; not above Fort Randall, and I am not quite sure it was above Yankton.

Q. What was he to deliver them to you for, gross weight?—A. I was to advance him \$2 45 per hundred pounds, gross, upon the cattle, and he was to have one-half of all that was made out of them over and above that; and I was to attend to the business in Dakota.

Q. What would that be equivalent to per pound—as a reasonable business proportion?—A. Do you mean net beef?

Q. I mean gross.—A. That depends upon what we sold them for.

Q. Well, state about the amount.—A. I cannot say; it depends wholly upon the price they brought.

Q. Did you make an offer to the Indian Department, in 1870, to furnish cattle at the different reservations on the Missouri River; if so, at what price, and at what time in 1870?—Q. Some time in March, 1870, I wrote a letter to Mr. Covode, who was my friend here, in which I proposed that if the Indian Department would make the negotiation with me in season to enable me to put up my houses and corrals, cut hay, &c., I would undertake to feed the Sioux Indians on the Missouri River, on beef, at four dollars per hundred pounds, live weight, or eight dollars per hundred pounds, dead weight. I sent the letter to Mr. Covode, and he took it to the Indian Office, received a reply from Acting Commissioner Cady, and transmitted it to me.

Q. Did you preserve that reply?—A. I think I have it.

Q. Have you that reply with you now?—A. No, sir.

Q. Did they accept your offer?—A. Mr. Cady wrote me that they were not in funds, and the money had not been appropriated, and the matter dropped there. I was not prepared to go into the credit business for the Government to the extent it would require, and I never looked after it. I got the letter in return; my letter was replied to some time in April.

By Mr. WELSH:

Q. Did you write to Commissioner Parker during the last summer making any offer?—A. No, sir; only the offer I spoke of; that was the only occasion on which I wrote. I never wrote after that.

Q. What do you consider a fair difference between delivering a herd of cattle entire, immediately on their receipt, and keeping them at your own risk and expense on the Missouri River for delivery at any time during eight months, including the winter season—that is, as a fair business transaction?—A. I cannot give an opinion on that. The cattle lose in winter and gain in summer. I never did anything of the kind. I never kept any cattle except at home when I was feeding the Sioux Indians.

Q. If there were proposals in two ways for the coming year—one for the cattle to be received immediately as they reached the banks of the Missouri; the other proposal for the contractor to keep them at your own risk and expense, delivering them weekly or monthly, as the case might be, what difference would you make in your bills between the two ways of furnishing them?—A. I do not know; I never figured it up. Of course, if they would take all the cattle off my hands at once I would rather they would do so; but, as I remarked, I never had any experience in keeping them up there, except at my own place, and there I am prepared for keeping them. I never had any experience beyond that.

Q. This beef that you delivered under a contract to the Santee Sioux, was it good or common beef?—A. It was good beef—Texas beef.

Q. That was at the rate of \$7 22, net weight, which is \$3 61 gross?—A. Yes, sir; that is what I took the contract for.

By Mr. CHIPMAN:

Q. To what extent did you furnish beef to the Santee Sioux?—A. About five thousand pounds a week; some weeks a little over, and some weeks not so much.

Q. Such as you were able to furnish from your own farm?—I butchered nearly all of those on my own farm. I killed the beef in the fall and froze it. I purchased my cattle, and when the cold weather come on I invariably killed them and froze the beef, and had no difficulty in keeping it through to the spring in that way.

Q. And you delivered it at \$7 22 net?—A. Yes, sir; that was my contract.

Q. Where is the Santee agency?—A. It is about six miles by the road, above my house, on the opposite bank of the river; in a direct line I suppose it is about five miles from my house.

Q. Is it one of the lower agencies?—A. It is the lower agency, until you get down to the Omahas or Winnebagoes. It is a very little above the town of Bonhomme.

Q. Were there advantages to you in being able to deliver in this manner, butchering on your own farm, and delivering as you did, over having to purchase in open market?—A. I had the cattle on hand—a mixed herd—and did not want to keep them. I had my men employed by the year; and by butchering them I could save the hides and tallow. It cost me very little, for we butchered in a short time.

Q. Did you turn in cows, too, in that contract?—A. Yes, sir; cows, calves, yearlings, and steers—everything.

Q. You say your proposition made in Texas was not carried out?—A. No, sir.

Q. I notice in the papers here that you furnished the Santee agency flour also. At what rate was that?—A. I think it was \$3 35 per sack.

Q. To what extent did you furnish flour?—A. I believe it took about twenty-six hundred sacks during the year.

Q. Such as you could get there in the neighborhood?—A. I bought a good deal of it in Yankton, out of the wagons, and some at the nearest mills in Dakota, and the balance I bought in Nebraska, below the agency.

Q. You spoke of having furnished the Commissary Department in 1869. At what rate was that?—A. I got five and a half for the beef, or eleven cents net. That contract I made with General Clark, of Chicago.

Q. Are you somewhat familiar with the flour market along the Missouri River?—A. I have bought a good deal there during the last ten years.

Q. What would be the effect upon the flour market if an immediate demand was made, (and it was publicly known, by advertising or otherwise,) say, for 20,000 or 30,000 sacks to be furnished at once?—A. The effect would be, in my judgment, to bring up the price of flour to the rate that you could get it from abroad, deducting the freight. When I took this contract of mine with General Clark, before going out myself I sent out parties to purchase the flour, and they had to go to Cedar Rapids and buy it, in consequence of its being impossible to obtain that quantity nearer home. Besides, the

capacity of the mills in that country is limited, so that a large quantity could not be furnished at once.

Q. How was it in August, 1870; could this result have been avoided then?—A. It is one of the tricks of the trade out there, and I suppose everywhere else. They probably would have put up the prices, so that it would cost the same as if it was bought at a large market, with the freight out; I always found it so; and I have bought a great deal of flour for the Indians.

Q. If you were then intending to purchase ten or twenty thousand sacks in that market, what course would you pursue if you wanted to get it cheapest?—A. I would buy it quietly, unless I expected to pay the Chicago or St. Louis price, less the freight.

Q. Are you familiar with the transportation business on the Missouri River?—A. I have freighted a good many goods.

Q. At what season of the year does navigation practically close, as high up as, say, Cheyenne, in ordinary seasons?—A. We have, in the first place, what is known as the June rise, caused by the snow melting on the mountains, which generally occurs, say, the 25th May, and the river continues to rise until the 1st of July. Sometimes it does not continue later than the 25th of June, if the snows are not heavy. It then commences receding by the last of July, and though the water then is not as low as later in the season, the channel is filled up with quicksands, and it is difficult navigation from that time until the time the channel cuts out. The navigation is limited then on account of the shallow condition of the water. Navigation closes there, for heavy transportation, with the month of September, perhaps August. But boats can run usually until ice commences to form. I should think seven out of the ten years I have been there, the river has frozen over from the 1st to 22d of November; once it closed up about the middle of November, and opened again in December. This last year we had an extraordinary season. We had a rise of three feet in the fall, a thing I had never known before. We had a mild fall, and the boats continued running very late, until December.

Q. A contract was made June 17, 1870, by the Indian Department for the supply of a large quantity of beef, requiring about 3,000 head, to be delivered from the middle of July to the 1st of September. At the time the contract was made, there was no appropriation. The beef was to be delivered at the Indian agencies on the Missouri River, extending as high up as Grand River. The contract price for the delivery was 6½ cents gross. State your idea with regard to whether or not that was an exorbitant price, or a fair and reasonable price. The money had not been appropriated to pay for them, and the contractor had to take the risk of the appropriation?—A. I do not know whether it is reasonable or not. I would not have delivered them at any price, and taken the chance of an appropriation.

Q. Do you know what cattle were worth along the line of the Pacific Railroad, at that time?—A. I do not know. If I had gone into Dakota Territory to purchase the cattle, I would have been compelled to buy northern cattle, and paid 5½ cents for them, but one half that number could not have been obtained there. South I could get them cheaper. Everything depends upon the advantage a man can take of the times and markets. In the month of March I could get all my arrangements ready, and would agree to feed these Indians at 4 cents per year, live weight, or 8 cents net weight. In that case, that is, if net weight, I should demand the hides and tallow, and prompt payment.

Q. But when you were called upon to make immediate purchases, and it was known that a large amount of cattle were needed, the prices would naturally advance?—A. Yes, sir; that would be the tendency, unless the thing was kept very secret. I would not take any reasonable price, however, and await an appropriation.

By the CHAIRMAN:

Q. Suppose, however, that the contract provided that the Government should pay on the receipt of the agent's certificate?—A. And also that the payment depended upon the regular Indian appropriation bill? I would not have taken it at all.

Q. Then answer my first question. Suppose it is a part of the written contract that the money shall be paid immediately on the receipt of the agent's certificate, what would be a fair price?—A. I would not take it then, if the money had not been appropriated.

Q. But supposing the money to have been paid on the receipt of the agent's certificate of the delivery of the cattle, as it was in fact?—A. What was the length of time given to purchase the cattle?

Q. The contract is dated the 17th of June, and the contractor was to have until the 1st of September to deliver the last of them. They were to be delivered in three installments; the first the 15th of July, one-third about August 1, and the residue on the 1st of September.—A. I do not think I would have delivered the first installment for less than 6½ cents, the second installment less, and the third installment still less.

Q. How much less would you have delivered the second installment for?—A. I think a cent a pound less.

Q. How much less the third installment?—A. I should think there would be half a cent more.

Q. So that the first installment would be $6\frac{1}{2}$ cents, the second $5\frac{1}{2}$, and the third 5 cents?—A. Yes, sir. I believe I would have taken the contract for that, with the assurance that the money was to be paid as soon as the cattle were delivered. I will state in connection with this Santee Sioux contract that I lost \$6,000 on it. It was a little bit of experience I undertook to purchase and I am satisfied with it. The contract amounted to about \$16,000 or \$18,000.

Q. What was the occasion of that loss?—A. I took the contract too low, and I lost some cattle.

Q. By stampeding?—A. Not altogether, but because I took it too low.

By Mr. WELSH:

Q. What did those cattle cost you when you bought them?—A. I bought them in Southern Kansas; I bought two herds there by the lump. I never made any estimate in regard to them. They were calves, year olds, two-year olds, steers, cows, and every thing of the kind.

Q. What was the price in Aberdeen then for cattle?—A. They were paying three or four cents there two years ago last summer.

Q. Do you know the price this last season in Aberdeen?—A. I was not there.

Q. Do you know what it was in either of the other cattle markets?—A. I do not, except from hearsay.

Q. So this purchase that you made at \$2 45, deliverable on the Missouri River, was with the understanding that if you made nothing more, he (the owner) would get nothing but the \$2 45?—A. Yes, sir; he was to share both the profit and loss.

Q. Are you familiar with the rates at which the Texas drovers have been delivering cattle on the Missouri River?—A. Nothing, except from hearsay.

Q. The drovers told you?—A. The persons who went up with the cattle told me what the cattle they drove up sold for.

Q. Were those cattle you sold at five and a half cents American cattle?—A. Some were American and some were Texas.

Q. Where were they delivered?—A. A portion at the Yankton agency, a portion at Cheyenne, and a portion at Grand River.

Q. How many flouring mills are there now from Sioux City up, including Sioux City and ten miles up, on both banks?—A. There are two at Sioux City, and I should say eight altogether.

Q. What is the capacity of those mills?—A. The most have two running burrs.

Q. How much can two running burrs run off in two hours?—A. Probably one hundred and fifty to two hundred sacks.

Q. Is the supply of wheat for these mills raised in the neighborhood?—A. Yes, sir; I believe so.

Q. Is the supply ample this year?—A. It is for ordinary purposes this year. I do not believe it is for a contract of this magnitude. I do not believe there is enough in that portion of Nebraska to supply a contract of that character.

Q. What is the price of wheat at Yankton?—A. I do not know. I bought some there at seventy-five cents per bushel just before I came away.

By Mr. SARGENT:

Q. If flour was to be bought here and there quietly, by the few hundred, say for two or three thousand sacks in amount, could the agent of the Government do that as well without employing a contractor?—A. I do not believe he could, for the very reason that the moment an agent of the Government goes out there, they mistrust something is up. If he went out there without being known at all, I have no doubt the flour could be picked up, but not that amount of it.

Q. Is it necessary that the agent of the Government, going there for that purpose, should advertise it, either by his conduct or in any other way, so as to defeat his object?—A. I should not suppose it was. Still, if a stranger should buy a large quantity of flour in that way, dealers would find it out very quick.

Q. If a contractor finds it to his advantage to employ a resident commission merchant to make such purchases, paying a commission therefor, could not the Government act through those same means with advantage?—A. I see no reason why it could not, if so disposed.

By Mr. WELSH:

Q. Do you know whether Omaha or Council Bluffs have, either of them, any flouring mills?—A. Yes, sir; Council Bluffs has. I do not know whether there is in Omaha or not. There are several below there.

Q. Do you know about the rates of flour there this last season on from July, August, and September?—A. I bought flour in July and August.

Q. Where?—A. At St. James, twelve or fifteen miles below Yankton.

Q. I mean at Council Bluffs?—A. No, sir; I do not know anything about that.

Q. You say there is a considerable flour market there?—A. Yes, sir.

Q. What is the effect on the Indians there of keeping up the constant supplies; what would be the effect if the supplies should fall short?—A. They would steal. If the question of starvation or stealing was put to them they would steal. I think that has been the cause of our Indian wars heretofore. I know when I was in charge of the Sioux Indians there for several years, that when the Indians got out of supplies they would go off on hostile expeditions, and I could not control them; but when they had their bellies full you could control them and they would be peaceful.

WASHINGTON, D. C., February 3, 1871.

WILLIAM NICHOLSON affirmed and examined.

By Mr. SARGENT:

Question. Where do you reside?—Answer. In North Carolina.

Q. What connection have you with the Indian service?—A. I have no connection as an agent of the Government, but as a general agent of the committee of the Society of Friends, attending to any matters that they may place in my charge.

Q. Did you in pursuance of that charge visit the Quapaw Indians at the time of the Williamson payment?—A. I did.

Q. State whether you were present at a speech made by General Blunt before the payment?—A. I was.

Q. State what was said in that speech, as near as you can remember?—A. I took no notes and was not paying sufficient attention to give any very accurate account of it. I did not take any particular notice of what he said. It was a general account of the great amount of work which he had bestowed in securing this appropriation to these Indians. He said, if I remember, that in the time of the war he was in charge of that section of the country, and that he had supplied in various ways their necessities; that by that means they became a good deal attached to him, so that after the war when they wished some one to present these claims they applied to him to prosecute them at the seat of Government, and secure an appropriation for them; that he did so; that he had been at a great amount of labor and expense; that he had spent thousands of money and probably might have to spend more to finally secure the whole amount; that they were to pay 33½ per cent. on the amount they received; that he was not to receive anything for his services unless he secured the appropriation.

Q. Whom did he make this speech to?—A. He spoke to the Indians in the presence of Commissioners Lang and Colyer, of Mr. Earle, of Massachusetts; and myself; and there were several other persons present whom I do not know.

Q. Did he make any appeal to the Indians?—A. He wished to know of the Indians whether they expected to do what they had promised—whether they expected him to have this 33½ per cent.

Q. Did he state how much money he had spent?—A. As far as my memory goes it was about \$6,000, though he probably might have to spend \$10,000 more—he did not know; he had a good many assistants engaged in the work, and he might have to spend \$10,000 or more.

Q. Did he say he had to pay any of this money to members of Congress of either house, or that they had received any part of it?—A. I have no recollection of his specifying any individuals to whom he paid money. I do not remember anything about that.

Q. Did he convey the impression to your mind, from what he did say, that any of that money was to go to members of Congress, directly or indirectly?—A. I am not sure that I have any recollection of anything that he said about that, further than that I understood he paid it here in Washington, either to office-holders or claim-agents who were assisting him.

Q. Did you infer, from what he said, that he had paid it to any one in office here?—A. I do not remember that he made any assertion of that kind, and I should not infer that he meant that.

Q. Did he say anything about his having to buy and fight the matter through Congress?—A. He spoke of having trouble to get it through, and he may have used the expression that he had to "fight it through." I have no recollection of his having said that he had to buy it through Congress.

Q. Were you present at the payment the next day?—A. I was present at the payment the next day. I think I was not in when the payment commenced.

Q. Did Mr. Lang, or any one else, enter any protest against the payment of that money in the manner in which it was made?—A. I heard of no protest and knew of none.

Q. Did every one there seem to be satisfied with the mode of payment?—A. There was no objection made to the payment at all.

Q. Was any objection raised by anybody or dissatisfaction expressed, or complaints

made at General Blunt's taking so much money from the Indians?—A. Yes, there was. Superintendent Williamson and Commissioner Lang both made frequent allusion to that matter, and I suppose all of us made remarks of that kind. I do not remember any specific remarks. I know it was the general conversation.

Q. Did either of you suggest the impropriety of the money being deducted at that time?—A. Superintendent Hoag, I remember, made the remark that if he had the power he would only pay two-thirds of it, and send the other one-third back to the Department, and let General Blunt collect it there.

Q. Was that remark made to Mr. Williamson?—A. It was made in his presence, and Superintendent Hoag further remarked that he had nothing to do with it; that he was there only as a spectator.

Q. Was any person present to represent the Indian commission there?—A. Mr. Lang was there. No other member of the commission was there.

Q. He made no such remark?—A. He evidently disliked very much that General Blunt should receive 33½ per cent. He made no protest or remonstrance, or anything of that sort within my hearing. I knew of none.

Q. Did Mr. Williamson make any reply to this suggestion, that "one-third should be sent back to Washington?"—A. He replied to it that these were his instructions specifically, to pay the money to the Indians and to no one else, and that it would be a departure from his instructions to pay a part and not the whole; that if he paid any he must pay all; that there was no discretion allowed him in the matter.

Q. How long would it have taken for him to hear by telegraph from Washington and back again to the agency?—A. I suppose to Baxter, the nearest telegraph station, was six or eight miles from where the payment was made.

WASHINGTON, D. C., February 3, 1871.

JOSEPH A. WILLIAMSON recalled at his own request and examined.

By Mr. SARGENT:

Question. Have you any further explanation you desire to make to the committee, with reference to your payment to the Quapaws?—Answer. Nothing further except in reference to the bond, and also to the private instructions referred to by Mr. Lang, in which, I think, he unintentionally did injustice to Secretary Cox.

Q. Were the instructions you referred to verbal?—A. Yes, sir; from Secretary Cox.

Q. You may state any verbal instructions received by you from Secretary Cox at the time of your entering on that mission.—A. When I was ordered by him to go and make this payment, I detailed to him the difficulties surrounding a disbursing agent, and illustrated it by the Choctaw and Chickasaw payments which I had witnessed. He replied to me in these words: "I have conversed with Mr. Colyer upon the subject of these attorneys' claims. He understands the business perfectly. Mr. Colyer will be present at each payment to take charge of the Indian when you have put the money into his hand, and supervise his interest. So far as you are concerned, if the Indian throws his money into the Arkansas or makes any other disposition of it, you will not be held responsible. Mr. Colyer will not have anything to do with your duties, nor should you have anything to do with his duties. He will examine the vouchers at the agency. I shall talk with him fully upon the subject, and if he applies either for bacon or flour you will take from General Blunt fifteen thousand dollars—ten thousand to cover a certain deficit, and five thousand to cover the necessary repairs on certain buildings. If these debts are honest the Indians ought to be advised to pay them, I think."

WASHINGTON, D. C., February 3, 1871.

ELY S. PARKER, Commissioner of Indian Affairs, recalled and examined.

By Mr. WELSH:

Question. What evidence is there of the earliest moment of the receipt of Boyd's bid in your office for the contract advertised for August 27, 1870, and made September 12 following?—Answer. The bids were opened there on the 12th, and the evidence to me is the chief clerk's indorsement.

Q. Did you not see it before that indorsement?—A. There was a bid brought in after 12 o'clock that day. I could not say that it was the same bid. I did not read it.

Q. Did this bid come by mail to your office?—A. That I cannot say to my knowledge. If the one that was brought to me and this are identical, it did not come by mail to the office. At 12 o'clock we sent over to the post office to see if there were any bids there, and we found there were none.

By Mr. SARGENT:

Q. The envelope covering this bid seems to have no stamp on, or cancellation of stamp; would that be evidence that it came personally, and not by mail?—A. No, sir; because mail matter comes free to that office.

By Mr. WELSH:

Q. Can you say of your own knowledge that this did not come by mail?—A. No, sir.
Q. Are you prepared to say of your own knowledge that this was never in your office until after 12 o'clock August 12?—A. I could not do it. The first time the bid came to my knowledge it was brought in by Mr. Cady, chief clerk. I directed him to note the time that it was brought in, and that it was too late.

Q. Do I understand you to swear that this bid was not in the possession of your office before 12 o'clock on that day?—A. I could not. The indorsement on this bid is, "Too late. Received August 12, 1870, at 2½ p. m."

By Mr. CHIPMAN:

Q. In whose handwriting is that indorsement?—A. In that of Mr. Cady, chief clerk.

Q. Is that August correct?—A. I should say not.

Q. What reason have you for thinking that it was not dated properly?—A. Because the bids under this letting would not be opened until September 12, and the letter was dated in September.

By Mr. WELSH:

Q. Have you the original telegram reducing Morrow's bid for beef and Bosler's for bacon? if so, please produce it.—A. I have here the original telegram, which I received September 12, 1870. It is as follows:

"OMAHA, NEBRASKA, September 11, 1870.

[Received September 12, 8.10 a. m.]

"HON. E. S. PARKER, *Commissioner Indian Affairs*:

"J. A. Morrow reduces his bid for beef two cents per one hundred pounds, and J. W. Bosler his bid for bacon one-quarter of one per cent. per pound.

"J. W. BOSLER.

"J. A. MORROW."

Q. Can you tell me in whose handwriting the date "September 12" is on this telegram?—A. I suppose it is in the operator's handwriting.

Q. Do you know at what time this was received at your office of your own knowledge?—A. No, sir.

Q. As there was no security attached to this, why was it received as a bid?—A. I cannot tell you any more than that it was considered, I think, both by Secretary Cox and myself, to be a part of the bids already in possession of the office at that time.

WASHINGTON, D. C., February 3, 1871.

A. T. HUNTINGTON sworn and examined.

By Mr. SARGENT:

Question. What is your occupation?—Answer. Chief book-keeper for Jay Cooke & Co., New York.

By Mr. WELSH:

Q. Have you an abstract of the items in J. W. Bosler's account since the end of May last?—A. I have and present it to the committee. I also have with me the checks.

Q. What entries in the book have you beyond these?—A. I have no entries which show any more upon the book than these checks show; the entries correspond with that statement.

[The statement referred to will be found in the appendix, page 187.]

WASHINGTON, D. C., February 3, 1871.

General M. C. MEIGS recalled and examined.

By Mr. SARGENT:

Question. Some testimony has been given tending to show that the contract with Hiram K. Hazlett, which you now hold in your hands, made by the Quartermaster's Department, is intended to provide for way freights as well as through freights, and that it provides the rates for the way freights as well as those for the through freights. Is that correct?—Answer. Yes, sir.

Q. Please look at the contract and state the rate provided for way freights between Yankton and Fort Randall.—A. For March, April, May, June, July, and August, 75 cents; for September, \$1 50; for October the rates are 200 per cent. in advance of March, April, May, June, July, and August, which would make it \$2 25.

Q. What are the distances?—A. The table shows, I think, that the distance from Brulés to Crow Creek is eleven miles.

Q. What are the rates for way freight?—A. One dollar for March, April, May, June, July, and August; \$2 20 for September, and \$3 for October.

Q. Is that rate of freight for these eleven miles the rate per hundred miles, or for the whole distance?—A. I think these are the rates for the whole distance.

Q. Is there much way freight?—A. Very little. I had probably better state generally that the points of shipment were mainly Chicago and St. Louis. The great amount of our shipments are for the purpose of supplying troops at the points of consumption. We send up our supplies for everything that is necessary; but in making these contracts we found it desirable to make some arrangement, in case a garrison is changed from one post to another, to provide for the means of supplying, then of moving them from one post to another. The steamer, which may be at St. Louis or Sioux City, will have to come all the way perhaps empty in order to take the cargo from Brulés to Crow Creek, these eleven miles; so that we must pay for these eleven miles the cost of sending the steamer from St. Louis to that point and back again. The way freights are of exceedingly small consequence in comparison with the whole contract, but they are taken into consideration in making up the calculation as to which is the lowest bid for the whole contract, and although we got these high prices for small distances, yet the freights sent are so inconsiderable that it is of very little consequence in comparison with the whole contract. If we should have wagons at one of these points, and could transport them cheaper by land than by ordering up a steamer from St. Louis, we should of course do that; but if the steamer has to be ordered up we must of course pay these prices, which are the prices lowest bid.

Q. And you say the items of way freight are insignificant in comparison with the great bulk of your freight?—A. Very insignificant in comparison with the great amount of freights from St. Louis and Chicago and these various points.

By Mr. CHIPMAN:

Q. I notice on page ten of your manuscript deposition given heretofore, you say: "I should like to say that, of course, the Quartermaster's Department did not undertake that transaction as a volunteer business. Whatever we did for the Indian Department was done by order of the Secretary of War, and as I understand in this case, at the request of the Interior Department and the Indian Bureau." Does that refer to your arrangements in 1869 for carrying freights?—A. I was speaking then generally of this question of transportation. I ascertained shortly after I gave that answer, in looking over the letters on the subject, that there were letters written in 1869 on this subject, referring to the two million dollars appropriation given to the President to keep peace with the Indians. That request by the Secretary of the Interior and Indian Bureau, so far as I know, was not repeated the next year, but went into our advertisements for proposals as a matter of routine.

Q. I call your attention to page eleven of your testimony, in which, to the question, "Whether the Commissioner of Indian Affairs knew he could avail himself of the benefits of your contract for carrying Indian goods," you reply that the Commissioner of Indian Affairs, as you understood, wrote a letter to the Secretary of the Interior, which was sent to the Secretary of War, requesting you to provide transportation for Indian goods; do you refer to the same correspondence of 1869?—A. To the same correspondence of 1869.

Q. It did not relate to the contract of 1870?—A. It was before that contract existed; but, as I said, having been requested to do that as a matter of routine, we continued in our advertisements for proposals to include the transportation of Indian goods, although I do not know that any request by the Interior Department of that description was again made.

Q. You do not know whether the Commissioner of Indian Affairs had any knowledge that you had so provided?—A. I do not know. We continued to do it as a matter of course.

By Mr. WELSH:

Q. I observed in the last letter you increased the number of pounds to be carried up to forty millions.—A. There were two contracts, and were for twenty million pounds each, making forty millions. You will find in the settlements that some Indian goods were transported.

WASHINGTON, D. C., February 3, 1871.

DE WITT CLINTON POOLE, captain United States Army, stationed at Fort Randall, Dakota Territory, sworn and examined.

By Mr. WELSH:

Question. How long were you Indian agent at Whetstone?—Answer. I was detailed in the month of May, 1869. I reported for duty in the month of May, 1869. I remained upon duty until the 18th of December, 1870.

Q. We have in the papers and before the committee an account of your receiving a

herd of cattle from the Commissary Department; do you know at about the date they were received?—A. About the last of June I received a lot from the Commissary Department.

Q. Do you know whether they were cattle that had been herded in that neighborhood or not?—A. They were cattle, as I understood, kept there by the Commissary Department, for the use of that Department.

Q. Did you see any contract or contracts for any cattle to be delivered at Whetstone at any time during the summer or autumn?—A. I saw, last fall, what purported to be a contract.

Q. With whom?—A. Mr. Hutchinson was the contractor.

Q. Do you remember for how many cattle?—A. I think for about sixteen hundred head, to the best of my recollection. This was in the latter part of 1870.

Q. What price was to be paid for them?—A. The price stated in that paper was \$2 75 per hundred gross weight.

Q. How many cattle did he receive toward the end of June from the commissary?—A. About thirteen hundred head.

Q. Was it on the Bosler or Morrow contract to be delivered?—A. The Morrow.

Q. After receiving the thirteen hundred head from the commissary were you notified that others were coming?—A. I was.

Q. Did you express a willingness to receive them or a disinclination to receive them?—A. I expressed a disinclination to receive them.

Q. Upon what ground?—A. That I had cattle on hand enough for present wants.

Q. Was there an abundance of grass at that season?—A. No, sir, there was not. There had been a drought prevailing there, as I understood. I was not at the agency through the first part of the month of June, and I do not know at what time it commenced, but I know when I arrived there in July the drought was very great.

Q. What ground of objection did you make to having them delivered?—A. I wrote to the Department, through the proper channels, stating that I had cattle enough on hand, and that I asked for an order not to receive these cattle.

Q. Did they show you the contract as to the time these cattle were to be delivered?—A. I received notice afterward that they were to be received in July, August, and September. I had then enough cattle, as I have stated, and I said that I would not receive these without positive orders from the Department.

Q. Why?—A. I apprehended loss from stampeding, and I did not want the trouble and expense of taking care of them. It would require an extra force of herders. The herd would have to be separated. It was too large to keep together, and would involve double expense.

Q. Had he delivered only one-third according to contract, at that time, and one-third a month later, would that have done anything to relieve you of difficulty?—A. Yes; we should have been drawing upon the supply all the while for consumption.

Q. What was the effect then of having the cattle which, under the contract, were to be delivered in August and September delivered in July?—A. The effect was to increase the expense. I was obliged to employ an extra set of herders. They were herded at a stipulated price, and this herd had to be kept separate. It was impracticable to keep them together on account of the danger of stampeding, and then it was impossible to find grass for so large a number without a very large range.

Q. Did you send any notice to the Commissioner of Indian Affairs about the anxiety of the Indians to receive their annuity goods?—A. Yes, sir.

Q. What was the reply?—A. I received a reply from the Department that they would be there, I think it was, the 15th of September—a telegraph reply. I telegraphed at the instigation of one of the principal chiefs, Spotted Tail, who was very anxious about his goods, and asked me to do so.

By Mr. CHIPMAN:

Q. The matters about which you have been speaking have been embodied in official communications, have they not?—A. Most of them, except in regard to the annuity goods.

Q. In regard to the receipt of the cattle, was that made a matter of correspondence?—A. Yes, sir.

WASHINGTON, D. C., February 3, 1871.

General WILLIAM MEYERS recalled and examined.

By Mr. CHIPMAN:

Question. Have you any memoranda showing specifically the transportation contracts you made for way freights; if so, please state them.—Answer. I have no memoranda of anything of that sort since 1866.

Q. In a transportation contract for horses and mules, as well as officers and troops, would that make any difference in the rate per pound for transporting freight?—A. If it were known that any considerable number of troops and animals were to be trans-

ported, I should think it would have the effect of giving us more favorable rates for way-freights.

Q. Did you ever have occasion to contract as late as November?—A. No, sir.

Q. Would November freights be at larger freights than October freights; if so, how much larger?—A. It would be almost impossible to get anybody to undertake to contract as late as November to go any distance up the Missouri River.

Q. Why?—A. By reason of the low condition of the river, and the probability in going up any distance of being ice-bound and unable to get back.

Q. At what time does the navigation of the river close above Sioux City?—A. At various periods; usually from about the latter part of October to the middle of November.

Q. At what time would it be safe to ship goods up to any high point on the Missouri?—A. You could ship as high as Randall the whole month of October if the season was favorable.

Q. Do you know J. W. Bosler?—A. Yes, sir.

Q. How long have you known him?—A. Eight years.

Q. How well have you known him?—A. I have known him as a man of business at Sioux City, and as a Government contractor.

Q. Do you know enough about him to speak of his character as an honorable man, and of his integrity as a business man?—A. I never heard a word said against his character or against him as a man of integrity.

Q. How has he been regarded in your Department?—A. He has been regarded as a man who always fulfilled his contract.

WASHINGTON, D. C., February 3, 1871.

Major B. DuBARRY recalled and examined.

By Mr. CHIPMAN:

Question. Have you any memorandum showing the price paid by the commissary at posts along the Pacific Railroad, west of the Missouri River; if so please submit it to the committee.—Answer. I have and I now submit it.

Q. Have you compared the exhibit you present here with the official records?—A. Yes, sir.

Q. Is the memorandum you have an abstract from the records?—A. Yes, sir, from the records of the Commissary General of Subsistence. The prices are net except where they are marked "gross."

Q. Does the first column show the place where furnished?—A. Yes, sir.

Q. And the second the date of the contract, the third and fourth columns the date from which and to which period included in the contract, the fifth column the price net, except where indicated as gross?—A. Yes, sir.

Q. These contracts were let on advertisements for proposals?—A. Some of them.

Q. Does the exhibit explain that?—A. It does not. There is one dated May 22, 1869, at \$5 75 gross, fifty head to be delivered at Randall. With the exception of this the contracts were bid on advertisement.

[The tabular statement referred to placed in evidence to be inserted in the appendix.]

By Mr. WELSH:

Q. State whether any of these were American cattle, or have you any knowledge on that subject?—A. I cannot say positively as to whether the contracts included only American cattle; but my impression is that the contracts of 1870 and 1871, for the Northern Missouri River, excluded all except American cattle. I will not be positive as to that.

Q. Do you know as to what restrictions there were as to the weight of cattle in this contract?—A. I cannot say positively. I believe they were to average a thousand pounds gross weight.

Q. Do you know the usual difference between delivering three or four thousand head of cattle at a time and delivering them in small quantities?—A. I cannot give the explicit difference. There would be considerable difference.

Q. Do you know whether at these posts a specific quantity is given so that the contractor can tell definitely what he will deliver, or have you a right to vary the quantities?—A. Some were for specific quantities, and some were such as might be required for specific purposes.

Q. How often was the contractor to deliver them under these contracts?—A. Some required four or five times a week; they were usually to be delivered in bulk, and I think were all to be delivered within a specified time.

Table referred to in testimony of Major Du Barry.

Where furnished.	Date of contract.	From—	To—	Price.	Remarks.
Omaha	Aug. 10, 1869	Sept. 1, 1869	Aug. 31, 1870	8.9	
	July 29, 1870	Sept. 1, 1870	Aug. 31, 1871	9.1	
Fort Kearney	June 17, 1869	Sept. 1, 1869	Aug. 31, 1870	10.0	
	June 21, 1870	Sept. 1, 1870	Aug. 31, 1871	11.0	
Fort McPherson	June 17, 1869	Sept. 1, 1869	Aug. 31, 1870	10.0	
	June 21, 1870	Sept. 1, 1870	Aug. 31, 1871	9.5	
North Platte	June 17, 1869	Sept. 1, 1869	Aug. 31, 1870	10.0	
	June 21, 1870	Sept. 1, 1870	Aug. 31, 1871	9.45	
Sidney Station	June 17, 1869	Sept. 1, 1869	Aug. 31, 1870	10.0	
	July 15, 1870	Sept. 1, 1870	Aug. 31, 1871	9.5	
Fort Sedgwick*	June 17, 1869	Sept. 1, 1869	Aug. 31, 1870	10.0	
	July 18, 1870	Sept. 1, 1870	Aug. 31, 1871	11.5	
Fort D. A. Russell	June 17, 1869	Sept. 1, 1869	Aug. 31, 1870	10.0	
	June 21, 1870	Sept. 1, 1870	Aug. 31, 1871	9.5	
Fort Laramie	June 17, 1869	Sept. 1, 1869	Aug. 31, 1870	10.0	
	June 21, 1870	Sept. 1, 1870	Aug. 31, 1871	9.5	
Fort Fetterman	June 17, 1869	Sept. 1, 1869	Aug. 31, 1870	10.0	
	June 21, 1870	Sept. 1, 1870	Aug. 31, 1871	9.5	
Fort Randall	April 12, 1869	On or before	June 20, 1869	3.9 gr.	90 head; 50 additional by July 10, 1869.
	*May 22, 1869	On or before	June 10, 1869	5.75 gr.	50 head. Yankton and Ponca Indians.
Fort Sully	April 29, 1870	On or before	July 21, 1870	4.75 gr.	290 head.
	May 29, 1869	On or before	July 20, 1869	4.20 gr.	600 head.
	April 29, 1870	On or before	July 20, 1870	5.9 gr.	390 head.
	Aug. 22, 1870	On or before	Oct. 15, 1870	5.0 gr.	160 head.
Fort Stevenson	April 12, 1869	On or before	July 16, 1869	5.3 gr.	90 head; 100 additional by July 10, 1869.
	May 2, 1870	On or before	July 20, 1870	5.15 gr.	100 head.
Fort Buford	April 12, 1869	On or before	Aug. 1, 1869	5.85 gr.	150 head; 40 additional by August 10, 1869.
	May 2, 1870	On or before	Aug. 1, 1870	5.69 gr.	170 head.

* Purchased in open market.

The above prices are all net, except where marked gross.

May 29, 1869, by written contract, without advertisement, (to be delivered on or before July 1, 1869:)

Whetstone Creek	225 head, at 5½ gross.
Big Cheyenne	275 head, at 5½ gross.
Grand River	325 head, at 5½ gross.

WASHINGTON, D. C., February 3, 1871.

JOHN FINN sworn and examined.

By Mr. SARGENT:

Question. State your residence and occupation.—Answer. I reside in St. Louis; I am at present engaged in pork-packing; I am also a cattle-broker.

Q. Do you know General Parker, Commissioner of Indian Affairs?—A. I do.

Q. Did you in June last have any conversation with General Parker in his office, with reference to putting in a bid to furnish cattle for Indian purposes?—A. I did.

Q. About what time was that conversation?—A. It was frequent in May, June, and July.

Q. You spoke to him frequently about it in May, June, and July?—A. Yes, sir; I do not know the dates.

Q. Did you make any proposition to him to furnish beef for these purposes?—A. I did.

Q. Did you have any conversations on that subject about the time of the letting of the Bosler contract in June?—A. I did.

Q. How near to the time of the letting of that contract?—A. The same day; I think the day before, and the very day.

Q. What did you propose to furnish him beef for?—A. I offered him Texas cattle at 4½ cents a pound, and American cattle at 6 or 6½ cents a pound, gross; I cannot say which.

Q. Did you make any further offer to him in that connection?—A. I did; I told him I had cattle at the Winnebago agency, and that if he did not consider them worth 4½ cents a pound, I would take less for them; that I wanted to sell them.

Q. Had you a contract at that time to furnish cattle to any of the agencies; and if so, for how much and to what tribes?—A. I supplied the Winnebago agency for seven cents net, or three and a half gross.

Q. Did you have cattle enough on hand to take a large contract on the Missouri River?—A. No; I could not fill a large contract with the cattle I had on hand, but I could fill any contract; I could get the cattle.

Q. What reply did Commissioner Parker make to this proposition to furnish cattle

at those rates?—A. He told me he had not any money appropriated by the Government to buy cattle; that if I would give him all the cattle I ever owned at half these rates, he could not take them, because he had no money appropriated for the purpose; that he could not let a contract.

Q. Was anything said about the condition of the Indians or the necessity of furnishing beef to them?—A. Yes; I told him I had heard from the agent at Whetstone and from other reservations that the Indians were in great need of stock, and asked him if he was not going to buy them. He told me he would not do it. I asked him what he was going to do in regard to supplying these Indians. He said the Indians would protect themselves the same as they did previously; that they could take to the plains and subsist the best they could.

Q. Did he refuse to accept your proposition?—A. He did.

Q. On what day was this particular conversation that you allude to with reference to the time of making the Bosler contract?—A. I could not swear to that; I think it was the 16th or 17th of June.

Q. With reference to the time of making the Bosler contract, was it on the day you heard the contract was made or the day before?—A. It was the same day. I cannot swear positively to that. I know from other parties that he made a contract that day. I never saw the contract; I understood that it had been made.

Q. How long after the contract was made did you hear of it?—A. I heard within two or three hours, that same afternoon.

Q. Did you have the facilities for executing such a contract, the herders, &c.?—A. I did.

Q. State to what extent you had such facilities at that time.—A. I refer to General Sherman, General Allen, chief quartermaster, and General Meyers for that.

Q. State what facilities you had in the way of herders, buildings, &c., for filling such a contract.—A. I had the means and the money. I could fill any contract the Government could give me at that time.

Q. Did you have men in your employ to do that business at that time?—A. I had; I had horses and cattle at the agency, and I was able at that time to fill any contract the Government would give.

Q. Was your contract for the Winnebagoes for a part of the year or the whole year?—A. For the whole year—twelve months.

Q. Would or would not the fact that the appropriation bill had not passed have made any difference in your willingness to take a contract at that time?—A. It would make this difference: I would supply the commissary department a dollar less than I would the Indian Bureau. I was willing to take a contract at that time at the price I bid, taking the risk and waiting for an appropriation. That is the reason I bid higher.

Q. What amount did you inform the Commissioner of Indian Affairs you would take the contract for?—A. For Texas cattle at $4\frac{1}{2}$ cents a pound, and $6\frac{1}{2}$ for American cattle. In fact, there were no American cattle in that country, and $4\frac{1}{2}$ cents was the bid I made for Texas cattle.

Q. Were the cattle you had on hand as good as those furnished by Bosler?—A. I never saw his cattle.

Q. Were they as good as the average of Texas cattle?—A. Better, a good deal.

Q. Why?—A. Because they were there on the ground the year previous; they were not just driven from Texas; they were there that year, and they were better than ordinary Texas cattle.

Q. Who else was present at that conversation between you and Commissioner Parker?—A. Mr. Baldwin, from Council Bluffs, heard my conversation with General Parker.

Q. What was his other name?—A. I do not know.

Q. When you heard of the Bosler contract and its terms, how much less could you have taken that contract for? How much would you have given for that contract, which was for three and a half million pounds, gross, at $6\frac{1}{2}$ cents a pound?—A. I never figured up on it, and I cannot tell you now. I offered Bosler here \$75,000 to turn the contract over to me.

Q. When did you make that offer?—A. In Washington, about that date.

Q. Was any one present?—A. I think not. I made it through Mr. O'Connor, I think; told him.

Q. Who is Mr. O'Connor?—A. Harney's secretary.

Q. Where is he now?—A. In Washington. I told him—I do not know whether he recollects it or not—that I would give that if he would get it for me.

Q. Did you authorize Mr. O'Connor to make that proposition to Mr. Bosler?—A. No, not exactly that.

Q. Did you yourself propose that to Bosler?—A. No; I said I would give that for he contract.

[The chairman, Mr. Sargent, proposes that as this testimony does not show that witness authorized O'Connor to make this proposition to Bosler, and it does not appear whether O'Connor made it, it be stricken from the record; but it is retained at the request of the counsel of General Parker.]

Q. Do you remember whether or not you stated to General Parker you would wait for the money until the appropriation bills passed?—A. Yes.

Q. What did you tell him?—A. I told him if he would give me a contract I would agree to wait for the money until the appropriation was made, and that I would take the risk of Congress appropriating the money.

By Mr. WELSH:

Q. Have you been in the habit of supplying large contracts of cattle?—A. Yes.

Q. Do you remember the largest contract you ever made in any one year?—A. No. I have sold the Government of the United States more mules and horses than any man living. I sold it more than 170,000 head of horses and mules. I sold more live stock, in my opinion, than any man living.

Q. Have you sold oxen in large quantities to the Government?—A. No. I had a contract for the Department of the Platte for two years, for beef cattle. I supplied all their posts two years.

Q. If I made proposals in September for 7,000 Texas oxen, and asked for two bids—one the cattle to be received immediately at the various agencies on the Missouri River, and the other the cattle to be kept by the contractor and delivered as they were wanted through nine months, at his own risk—what difference would you make between these two contracts, and how much a pound?—A. From the 1st day of May to the 1st day of December, I would make a difference in that kind of contract of $2\frac{1}{2}$ cents a pound. I would furnish for 3 cents a pound in March, April, May, June, July, August, September, October, and November sooner than I would during the other months in the year for $5\frac{1}{2}$ cents a pound. I would make that difference.

Q. Are you familiar with the price of cattle at Abilene, Kansas, during the last season?—A. Yes, sir; good cattle were worth $2\frac{1}{2}$ to 3 cents a pound.

Q. By good cattle what do you mean?—A. I mean that cattle weighing a thousand pounds were worth $2\frac{1}{2}$ or 3 cents.

Q. The ordinary run of cattle, such as are usually driven to the Missouri River, cattle averaging 900 or 925 pounds, would be worth how much?—A. From 2 to $2\frac{1}{2}$ cents, the common grade of cattle.

Q. Do you know what drivers charge, when you buy at Abilene, for delivering them on the Missouri?—A. I do not.

Q. When you have been supplying there have you driven yourself, or bought the cattle deliverable?—A. We have always driven them ourselves.

Q. What would be the cost per pound of driving from Abilene to Whetstone, say?—A. In making a contract I would make at least half a dollar a hundred difference. They could be driven for 20 or 25 cents; but I would not contract and run the risk for less than 50 cents.

Q. In wintering cattle what do you consider a fair difference between having them delivered the 1st of October or the middle of November?—A. It would be about the same thing. The middle of October and the middle of November the weather is about the same, and I would not make any difference on account of that thirty days; but between November and March I would make at least $2\frac{1}{2}$ cents difference.

Q. If you were to winter cattle under contract, state whether you would pay more if they were delivered the 1st of October than you would to deliver them during the winter as they were wanted?—A. I make $2\frac{1}{2}$ cents difference between the 1st of May and the 1st of December. I would sooner take them from May to November at 3 cents than during the winter months at $5\frac{1}{2}$, for the reason that the country is barren, and you cannot get forage through the winter. Then the loss is much less. In the summer they are not subject to stampeding; in the winter they are all the time.

By Mr. CHIPMAN:

Q. Did you communicate the proposition you made to General Parker in writing?—A. I did.

Q. And sent it to the Department?—A. Yes.

Q. Was that the time you had this talk with him?—A. Yes.

Q. That letter contained your proposition?—A. Yes.

Q. Have you the answer to it?—A. No, sir; the letter was sent back to me.

Q. That letter embraces your proposition?—A. No; I had other propositions previous to that, but not in writing.

Q. How many cattle had you at that time?—A. I cannot state; I had a good many.

Q. How many?—A. I suppose I had three or four hundred head altogether.

Q. What kind of cattle?—A. The common run of cattle.

Q. What do you mean by "common run"?—A. Texas cattle, some cows and some steers.

Q. What did you say you got for your Winnebago contract?—A. About 7 cents net or $3\frac{1}{2}$ cents gross.

Q. How many herders had you?—A. I had about eight or ten.

Q. How many wagons had you?—A. Two.

- Q. How many horses and mules?—A. A good many.
- Q. Where were your ten herders?—A. They were out there in the Smoky Hill country.
- Q. What were they doing there?—A. Herding cattle.
- Q. Did you have a contract in 1868 or 1869 to furnish beef for the Government to the Harney Peace Commission?—A. I did.
- Q. What price did you have then?—A. He gave me a contract at \$7 90 a hundred gross in the winter.
- Q. How many months did you have the contract?—A. Two or three months, I think.
- Q. You furnished beef only in the winter?—A. That is all; I took a contract in February, and furnished under it in March, April, and May.
- Q. Where did you furnish the beef?—A. At Whetstone, Grand River agency, and along the country up there.
- Q. Was the price you got, \$7 90 gross, a reasonable price at that time?—A. At that season of the year it was. I had to buy stall-fed cattle, and I had no chance to get them short of Iowa or Missouri. They were all stall-fed cattle; I could not get any grass-fed cattle at that season of the year.
- Q. Were there any Texas cattle among them?—A. Yes; some that were wintered there; but they were stall-fed. I paid as high as \$6 a hundred weight for some cattle I furnished to this commission.
- Q. You say you furnished none prior to February?—A. No; not under that specific contract.
- Q. Did you furnish the Government any beef for which you got your pay in November, 1868?—A. Yes.
- Q. What was the price then?—A. That was a contract made with General Sherman at Fort Laramie.
- Q. At what price did you furnish under it?—A. I had a contract for the whole department at thirteen cents a pound. General Sherman, General Augur, General Harney, and General Terry were all on the commission at that time. They asked me if I would furnish them for the same price I furnished under the Government contract. I told them that if they would pay the money I would give them cattle the same as I did Government, at thirteen cents a pound. General Sherman said: "We cannot give you money; we will give you vouchers at fourteen cents a pound, and you may wait until the Government makes the appropriation."
- Q. Was that gross or net?—A. Net.
- Q. And you were getting thirteen from the Commissary Department?—A. Yes; and they gave me fourteen cents with the understanding that I was to wait for the money, and I did so.
- Q. Did you furnish flour at any time?—A. Yes.
- Q. What did you get for the flour?—A. I think I got \$17 a barrel, as near as I can recollect. I only had a small contract.
- Q. Did you regard the price of beef for the Winnebagoes as fair and reasonable?—A. Yes.
- Q. Was there any profit in that contract?—A. Yes.
- Q. How much?—A. I cannot tell how much; I made some money on it.
- Q. Did you buy any of the cattle you sent under the Winnebago contract from C. E. and D. F. Hedges?—A. I never did.
- Q. Were there any bought for that purpose of these parties?—A. Not to my knowledge.
- Q. Were you out there at the time?—A. I was.
- Q. Did you stay the whole time while the contract was being filled?—A. I did not; I was there three or four times during the whole year.
- Q. What year was that?—A. The last year.

By Mr. WELSH:

- Q. Do you know J. E. Boyd, of Missouri?—A. Yes.
- Q. Is he a responsible man?—A. He is.
- Q. Is he in the cattle business?—A. He was.
- Q. Do you know John W. Gilman and N. C. Nettleton?—A. I know John Gilman very well.
- Q. Is he a responsible man?—A. He is.
- Q. Nettleton you do not know?—A. No.

By Mr. CHIPMAN:

- Q. State whether you feel unfriendly or not towards General Parker?—A. No, sir.
- Q. Have you never expressed any unfriendly feelings toward him?—A. I did on one occasion last year. I thought he might as well have let me have the contract at four and a half cents as Bosler at six and a half. I thought I could fill a contract as well as Bosler. That is the only time I expressed anything in that way towards General Parker to my knowledge.

By Mr. CHIPMAN:

- Q. How did the prices of 1867, 1868, and 1869 compare with those of 1870?—A. There was no difference in that country.

- Q. How in the general market?—A. It was about the same.
 Q. Did you furnish cattle under contract in 1869 anywhere west of Missouri?—A. Yes.
 Q. At what points?—A. At Fort Harker, Fort Wallace, and Fort Hays.
 Q. What did you get?—A. I think it was \$9 96 net.

By Mr. WELSH:

Q. Were these American cattle or Texas cattle?—A. I supplied a good many American cattle and some Texas.

Q. What difference would you make between the delivery of five or six thousand, all at one time, on the Missouri River, or supplying the different points at different times as the cattle were wanted?—A. I would make about \$2 50 a hundred in favor of the delivery at one time. However, I cannot answer the question generally. Cattle on the plains, like the market, depend entirely on the quantity and quality. I would make \$2 50 difference between delivering after November and delivering in the summer. Between six thousand head all at one time and delivering them at different times I would make a dollar a head difference.

Q. Suppose there were four thousand to be delivered at one time, what difference would you make between such a proposition and to deliver them at different times as they were wanted?—A. I would make a difference of a dollar and a half a head.

WASHINGTON, D. C., February 6, 1871.

ROBERT McBRATNEY sworn and examined.

By Mr. SARGENT:

Question. State your residence and occupation.—Answer. My residence is Junction City, Kansas. My occupation is that of an attorney.

Q. In what courts do you practice?—A. In the district and supreme court of the State, and in the courts here in Washington.

Q. Were you present at the time that payment was made to the Quapaw Indians?—A. Not during the whole payment; I was present during a part of it.

Q. How did you happen to be there?—A. I happened to be there on business which did not at all relate either to the Senecas or to the Quapaws. I went there for the purpose of meeting Batiste, one of the Peoria chiefs. He had no interest in the payment made there.

Q. Were you an attorney for the Indians?—A. Not for any of the Quapaws; I was for Batiste.

Q. In what matters?—A. In the matter of securing the last treaty which the Peorias had made in 1866, I think, and also in the matter of procuring the passage of a bill through Congress for a division of their funds. The Peorias are fragments of different bands.

Q. Are those bands now mixed with the Quapaws?—A. No, sir; they still maintain a separate organization.

Q. How happened Batiste to be there?—A. We met there by appointment. Their new home is below that of the Quapaws and Senecas. Batiste did not come the first day, and consequently I stayed over the second day to meet him.

Q. Why was that time and place appointed for the meeting?—A. Because we both desired to see the Senecas. I had some other business there also. I am engaged for some New York Indians, who think they have a claim against the Delawares, and I thought to meet them there.

Q. Did you obtain any fees from the Indians that you represented?—A. I did.

Q. How much?—A. I cannot say exactly, but I suppose I have had altogether \$2,000.

Q. Have you a contingent fee for your services with the Peorias?—A. No, sir; that business is all concluded now.

Q. Was the business concluded at that time?—A. No, sir. If you desire it, I will state the business and the compensation.

Mr. SARGENT. I would like to have you state it.

WITNESS. For assisting them in regard to their treaty, which was made in 1866, my compensation was \$500. The compensation which I received for my services last summer amounted to \$1,400. The chief, Batiste, had the power of attorney and the contract, and he simply employed me to assist him in getting those matters attended to here and through the Departments.

Q. What time did you get there at that place?—A. I got to Seneca, which is just outside of the reservation, the second day before the payment, in the afternoon.

Q. Were you present at the speech made by General Blunt the day before the payment?—A. I was present at a talk which took place between General Blunt and the commissioners who were present, and heard the whole of it, I think.

Q. Were you present at the speech which was made in the presence of the Indians and the commissioners by General Blunt?—A. I suppose I was present at the matter referred to. It was not a regular set speech that was made.

Q. State what was said in that speech or talk by General Blunt?—A. It was more in a conversational way than in the way of a speech. General Blunt got the commissioners together. The Indians were waiting for Williamson, who was expected that day, and consequently they had all gathered there. My memory has not been refreshed since the time it took place, but I will state as nearly as I can recollect what took place. My recollection is that General Blunt called the commissioners together in front of one of the cabins of the agency and stated that he had heard there was some difficulty in regard to the payment of his fee; and he then went on and stated that he had a contract (they were all sitting at the time in a circle, and a number of Indians listening) with the Indians to procure them compensation for property of theirs lost and destroyed during the war; that he had a contract for a fee of one-third of what might be recovered; and that the contract was made with the full knowledge of the parties who had signed it, and also with the knowledge of the Government agents and the Government officers; and that he had assurances from the Indians that they were still entirely satisfied with the contract. Mr. Hoag, the superintendent, and Mr. Lang, who I understood to be of the commission, objected that the price agreed upon was exorbitant and such as the Indians ought not to pay. There was considerable talk back and forth between General Blunt and the commissioners, the purport of which was that the commissioners objected to the amount of the fee, or to any fee at all being paid, while Blunt claimed that the services which he had rendered would not be more than paid for by the fee; that he had expended a great deal of money and of time; that the fee was contingent; that he had taken all the risks and made all the expenditures; and that he was satisfied that he ought to have the contract carried out according to its terms.

Q. Do you recollect anything further that was said there at the time? State all that you recollect about the talk.—A. I think I have stated the general outline of it.

Q. Did General Blunt state at that time how much money he had paid out?—A. No, I do not think he stated specifically how much money he had paid out.

Q. Did he say how much he would still have to pay?—A. No, he did not say so specifically. He said that he had to pay out large sums.

Q. Did he state to whom he had to pay them?—A. No, he did not; but I remember a little incident which took place at the time, in which one of the commissioners jumped at the conclusion as to why he had paid it when he stated that he had paid out large sums. That was Mr. Lang.

Q. What did Mr. Lang say?—A. General Blunt made the remark that he had to pay large sums in order to get the appropriation through. The old gentleman made a remark something to this effect: "Yes, he had to pay it to members of Congress, to hire them to put the thing through, the members of committees, &c.," and he went on to moralize on that by saying that it was an awful state of things, when Blunt interposed and said that he had paid nothing to Congressmen, but that he had paid others who had assisted him in presenting the matter to Congressmen.

Q. Did he state who those other parties were?—A. No, sir.

Q. Were you present next day when the payment was made?—A. I was present when the payment commenced, and I staid until it was found out that the whole thing could not be completed that day.

Q. How was the payment made? Describe the process.—A. As I recollect it, the payment was made at a long table by Mr. Williamson, who had his money in packages. He had the names of the claimants on a list before him; and Mr. Jocknick had also a list. The names of the Indians on the list were called as they occurred, and the Indians were called by the interpreter at the door. The Indian came in, and the amount to which he was entitled was announced to him, and interpreted to him if he did not understand English, and then it was placed in his hand by Mr. Williamson, and he was told that that was the amount to which he was entitled.

Q. Did anybody else handle the money except Williamson and the Indian?—A. Not until the Indian had it.

Q. What did the Indian do with it?—A. The Indian then carried it to another table in the same room at which the agent, Mr. Mitchell, was sitting, and General Blunt, with one of the Friends, Mr. Earl, I think, who I understood was not one of the commissioners. Mr. Earl took charge of the money and counted it, and if the agent had any claim against the Indian that amount was taken out by Mr. Earl, and then the amount that was claimed by General Blunt was counted out, and the residue was handed to the Indian by Mr. Earl.

Q. What was the nature of the claims of the agent?—A. There had been orders, given in anticipation of the payment, on a trader residing in Seneca, for groceries and supplies. The orders, as I understood it at the time, contained an agreement to pay the merchant when the money was paid to the Indians.

Q. Could the Indians count the money for themselves?—A. Not all of them; I should think that a good many of them could. I am not sufficiently well acquainted with those Indians to answer that question.

Q. What was the nature of the money?—A. Paper money—greenbacks. It was new money.

Q. At the time of the talk to which you referred did General Blunt appeal to the Indians any way as to whether they would go back on him or not?—A. No, sir; I do not recollect his doing so.

Q. Is your memory distinct as to that?—A. My memory is distinct that I did not hear him make an appeal of the kind, although such an appeal may have been made without my hearing it, because I was myself sometimes mixed up in conversation, and at such times an appeal of that kind might have been made. That matter, however, was talked about among Indians with whom we were mixed up.

Q. Did General Blunt address himself to the Indians at all in talking?—A. No, sir; I did not see him or hear him at any time address himself to the Indians. He came to the commissioners there for the express purpose of talking to them in regard to his contract, and explaining the whole matter fully.

Q. Was it not arranged that there should be a speech by General Blunt to the Indians before the commissioners arrived there?—A. I know of no such arrangement.

Q. You think that the only object of the speech was to convince the commissioners that 33½ per cent. was a reasonable fee for the services he had rendered?—A. I think the object of General Blunt was to satisfy them that he was dealing openly and fairly with the Indians and with their understanding, and that he was not taking any advantage of them.

Q. Did you see any powers of attorney?—A. I think I did.

Q. Were there many exhibited at that time?—A. I think there were, but I did not pay any attention to them. I did not pretend to have any participation in the meeting; I was simply a listener. I think there were powers of attorney exhibited, but whether the commissioners went into the examination of them or not, I cannot say; I did not examine them myself.

Q. Were you there in any sense to help Blunt?—A. No, sir. I desire to say that I had no interest at all with him; it was more a matter of curiosity on my part than anything else which took me there.

Q. Had you been at any previous meeting of annuities to Indians?—A. I had been to payment of other tribes frequently.

WASHINGTON, D. C., February 6, 1871.

THOMAS J. BUCKLEY recalled.

By Mr. CHIPMAN :

Question. Since your return to New York City, have you examined with reference to the item of \$1,000 paid to your favor for flour, to which your attention was called by Mr. Lawrence, a member of the committee? If so, state what you learned in reference to it.—Answer. I found on our books that on the 7th of December we received some vouchers from Black & Story, of Montana, which were inclosed by us to the Indian Department for payment. They were indorsed by Black & Story to Buckley, Welling & Co. They were sent to us for collection. We forwarded them to Washington, and on the 27th of December we received payment of \$1,000. That is the only item of \$1,000 of which I have any knowledge in connection with the Indian Department, and I presume that that is the item for flour.

Q. Your firm had no interest in it?—A. No, sir.

Q. Do you know anything about the payment of a certain large sum of money by Mr. Bosler to DeWitt C. Wheeler?—A. Mr. Wheeler had been interested in the Little Rock and Fort Smith Railroad to a very large amount. In July or August, 1870, Mr. Bosler was in the store several times talking to Mr. Wheeler in reference to making a purchase of some of the bonds of that road. After he left Mr. Wheeler stated to me that he wanted to sell Mr. Bosler a lot of those bonds, and that he thought he would be able to do so. On one occasion I came into the office as Mr. Bosler left it, and Mr. Wheeler remarked to me that he had effected a sale of about \$60,000 of bonds to Mr. Bosler. After that Mr. Wheeler received a check or draft from Mr. Bosler in payment of sixty thousand and some hundred dollars, which draft he handed to me. He said it was in payment of some bonds of the Little Rock and Fort Smith Railroad. That draft, I think, was drawn by Mr. Bosler on Jay Cooke & Co., of New York. I said to him that I wished he would sell out these railroads, as they were taking up too much of his time. He said that that was what he wanted to do. Instead of doing so he afterward came to me and asked me if I would not join him in an interest in the Cairo and Fulton road. I told him that I would not, and that I hoped he would have nothing to do with it. After that Mr. Denkler, Mr. Webb, and Mr. Caldwell came into the store and Mr. Wheeler went with them, and said he had bought an interest in the Cairo and Fulton road. After that Mr. Bosler came into the store and I asked him if he was interested in the Cairo and Fulton road? He said he was not, but that he wanted to get an interest in it and was not able. Still after that, along in September, he stated to me that he had sold a portion of his interest to Mr. Bosler for some \$12,000 or \$14,000. I told him I was very sorry to hear that he had got into it; that it was taking up too much of his time, and that I disapproved of it.

Q. Did the check come to him for that last amount also?—A. He got a check for it. I did not see that \$14,000 check.

By Mr. WELSH:

Q. State whether you made any arrangement with the manufacturers of blankets to bid for them?—A. We proposed an arrangement. I believe Mr. Dobson accepted it, and afterward backed out of it.

Q. At whose instance did he back out? Did you hear?—A. I have not heard Mr. Dobson say so; I understood that it was Mr. Stewart who requested him to put in a bid himself.

WASHINGTON, D. C., February 6, 1871.

HENRY C. FAHNESTOCK sworn and examined.

By Mr. CHIPMAN:

Question. Are you a member of the firm of Jay Cooke & Co., of New York?—Answer. I am.

Q. Have you a dispatch sent by Jay Cooke, of Philadelphia, to you, and your reply?—A. I have.

[Witness presents the following dispatches:]

"Dated PHILADELPHIA, PA., ——— 28, 1871."

[Received at 2.57, one, January 28.]

"To JAY COOKE & Co., New York City:

"Send by Monday's mail to H. D. Cooke, Washington, copies and detail of deposits, drafts, and other transactions by J. W. Bosler and General Ely S. Parker, since May last, and have them certified by sub-treasurer. Answer.

"JAY COOKE.

"Dated NEW YORK, February 6, 1871.

[Received at Philadelphia.]

To JAY COOKE:

[Copy.] "January twenty-eight. General Parker never had any transactions with us. Bosler, now in office, has had large deposit accounts with us for two years, never asking accommodations, and is entitled to consideration accordingly. Is it proper to send details of his account?"

"H. C. FAHNESTOCK."

WASHINGTON, D. C., February 6, 1871.

JOHN T. BALDWIN sworn and examined.

By Mr. SARGENT:

Question. State your residence and occupation.—Answer. I reside in Council Bluffs, Iowa. I am a kind of general trader in real estate, a miller, and other things.

Q. Do you deal in any kind of merchandise?—A. No, sir.

Q. Were you ever present at any conversation between Mr. Finn and the Commissioner of Indian Affairs, at the office of the latter in Washington City; and if so, when was it?—A. I was present with Mr. Finn, I think, about the middle of June, 1870.

Q. State what passed in that conversation between Mr. Finn and Mr. Parker, in relation to a contract.—A. I think Mr. Finn asked Mr. Parker if he should continue to furnish supplies to Indians after the 1st of July. Mr. Parker replied that he did not want him to continue. Mr. Finn asked him what he was going to do with the Indians, and how he would get provisions and supplies. Mr. Parker remarked that he could not make any arrangement for supplies until there was an appropriation by Congress; that the Indians would have to hunt, or to do as they had been doing before they were getting any supplies from the Government.

Q. Was anything said by Mr. Finn with reference to a desire on his part to have another contract?—A. I do not recollect anything.

Q. What was your object in going there?—A. I went in company with Mr. Finn, to see if Mr. Parker did not want some flour for the Indians.

Q. Did you make any proposition to Mr. Parker with reference to it?—A. I simply told Mr. Parker that I had been engaged in furnishing contractors with flour for quite a number of years, and that I would like to make a direct sale to him or to the Government, in place of selling to the contractors.

Q. What was his reply to that?—A. He remarked that he was not prepared to make any contract at that time with me for flour, but that as soon as the appropriation bill passed he would advertise in the Chicago and Omaha papers, and would send me a

copy of the advertisement. I asked him where the letting would take place. He said he did not know, but that it would take place here or at Sioux City.

Q. How soon thereafter did you hear of the Bosler contract being let for beef and flour?—A. I learned it through Mr. Finn some two or three days afterward; that was the first intimation that I had of it; I then saw Mr. Bosler about ten days afterward.

Q. Did Mr. Bosler tell you that he had a contract?—A. Yes, sir.

Q. Was that before the passage of the appropriation bill which passed on 15th July?—A. It was before that; it was in the latter part of June that I saw Mr. Bosler.

Q. Did you receive any copy of an advertisement from Mr. Parker after the appropriation bill passed?—A. No, sir, I did not.

By Mr. WELSH:

Q. Did you name any price for the flour to Mr. Parker?—A. No, sir.

Q. At what rate were you prepared to furnish it then?—A. I would have been willing to have contracted for flour at about \$2 50 a sack on the cars at Council Bluff.

Q. Or at the same price on the steamboat?—A. Yes.

Q. What was the average price of flour at Council Bluffs in July, August, and September, 1870?—A. It ranged at about \$2 25—from \$2 25 to \$2 50 per sack of ninety-eight pounds.

Q. Is that a double or a single sack?—A. A single sack.

Q. Do you know Mr. Hoffmeyer, of Council Bluffs?—A. Yes.

Q. Do you know anything of a contract that he had with the Government to furnish flour at \$2 15?—A. No, sir; I am a partner of Mr. Hoffmeyer; I was aware of a sale of flour made at the mill; the sale ranged at from \$2 to \$2 75, according to the quality of the flour; he sold some 1,250 sacks to Mr. Bosler; most of it was sold at \$2 75; that was in October.

Q. Do you recollect a sale of flour at \$2 15 a sack, bought on October 27 and paid for on November 29?—A. I recollect that.

Q. Do you know to what Indians it went?—A. The sale was made to Governor Campbell, of Wyoming, and was shipped part to Point of Rocks and part to Cheyenne.

Q. Have you any idea of the quantity of flour sold at that time at \$2 15?—A. I think there were six hundred sacks shipped to Cheyenne and two hundred to Point of Rocks; there were three car loads to Cheyenne, and we generally put from two hundred and five to two hundred and ten sacks in a car; that would make altogether a little more than eight hundred; that was in October.

WASHINGTON, D. C., February 6, 1871.

Captain DE WITT CLINTON POOLE recalled.

By Mr. WELSH:

Question. The kind of sugar that is now shown you, was that the kind received at Whetstone agency under the Bosler contract?—Answer. Yes, sir.

Q. Is that what is called molasses sugar—sugar made from molasses?—A. Yes, sir; I call it dark-brown sugar.

Q. Is it made from molasses?—A. I am not well enough posted to tell you that; it is what I call coarse sugar.

Q. Before the Hutchison lot of cattle arrived there, state whether any preparations had been made for the care of the cattle at Whetstone agency by procuring hay or berders.—A. No, sir; not to my knowledge.

Q. Was it the expectation of the Texas cattle-herder that they were to be delivered immediately?—A. That is what he informed me.

By Mr. CHIPMAN:

Q. What was the quality of cattle delivered by Mr. Bosler under his contract?—A. They were a very excellent quality of cattle.

Q. How was it with the other supplies that were delivered?—A. They were all good supplies for the purposes intended.

Q. Was that sugar as good for the Indians as any other sugar would be?—A. Yes; I think they like it better than they do white sugar; it sweetens more, according to the Indian idea.

Q. Was the Indian service in any way disturbed by too great a supply of provisions at the Whetstone agency?—A. No, sir.

Q. What effect did it have upon the Indians?—A. It had a good effect; a large quantity of supplies always pleases them, particularly when they can see them.

Q. Do you know that the sugar shown you is a part of the sugar delivered at your agency?—A. I do not; it is the same kind of sugar.

By Mr. SARGENT:

Q. Is there any cheaper kind of sugar than that?—A. I do not know.

Q. Have you ever seen a more inferior kind of sugar than that?—A. I have.

By Mr. CHIPMAN :

Q. State what you know about the uneasiness of the Indians in regard to supplies.—
A. There was a good deal of uneasiness existing among the Indians about the supplies ; it was understood that they would run out on the 30th of June ; the Indians had been so informed ; a delegation of the principal chiefs had visited this city, and had understood, when they were here, that there were to be no supplies furnished after the 30th of June ; they were very anxious about it, and spoke about it when they were over here, to the Commissioner and to the Secretary of the Interior, and to the President.

Q. What effect did the supplies have upon them?—A. It had the effect of quieting their apprehensions.

Q. Were the provisions growing short after the first delivery under the June contract, until the delivery under the extension of August 10?—A. Yes, sir ; everything, except beef ; we had an abundance of beef.

By Mr. WELSH :

Q. How long were you absent from the reservation?—A. From about the 17th of May till near the latter part of June.

Counsel for Commissioner Parker offers to prove by J. A. Morrow, to whom the contract for beef supplies to the Indian Department, dated September 17, 1870, was let, that—

1. The joint dispatch of Bosler & Morrow, dated September 11, 1870, to the commission, was sent without Bosler's knowledge, previously or at the time, as to what Morrow's bid for beef was.

2. That there will be a loss to the contractor on the Morrow contract, with the most prudent management, of \$75,000 or \$100,000.

Mr. WELSH objected to the offer of proof.

Mr. SARGENT. It is admitted by the committee that, if Mr. Morrow were present, he would testify as stated in the foregoing paper. The committee makes this ruling, because otherwise it would not be able to make a report at the present session.

Mr. WELSH excepted to the admission.

WASHINGTON, D. C., February 8, 1871.

THOMAS E. MCGRAW sworn and examined.

By Mr. CHIPMAN :

Question. How and where are you employed?—Answer. I reside in Washington City. I am a first-class clerk in the Indian Bureau.

Q. Do you remember the original letter signed by John Finn, dated June 9, 1870, offering to furnish beef to the Indian Bureau?—A. Yes, sir.

Q. Examine the letter now shown you and see if it is the original letter.—A. Yes, sir ; that is the letter.

Q. Was it signed by John Finn in your presence?—A. It was written by me at his dictation, and signed by him in my presence.

Q. The letter now shown you is the original letter, and was taken from the files of the Indian Department?—A. Yes, sir, and was written in the Department.

The letter was read as follows :

“WASHINGTON CITY, D. C., June 9, 1870.

“SIR: I have the honor to state that I have a large number of American and Indian cattle, left over from my late contract at the Winnebago Indian agency, which I propose to sell to the Indian Department for the use of the Sioux Indians at the Whetstone agency, at the following prices, viz: American cattle from 4 to 7 years old, at 6½ cents per pound, gross weight ; Texas or Indian cattle at 4½ cents per pound, gross weight ; said cattle to be delivered at Whetstone agency or reservation, as may be required, until the next contract is awarded.

“I am, sir, very respectfully, your obedient servant,

“JOHN FINN.

“Hon. E. S. PARKER, ”

“Commissioner of Indian Affairs.”

WASHINGTON, D. C., February 8, 1871.

E. S. PARKER, Commissioner of Indian Affairs, recalled.

The attention of the witness being called to manuscript page 14 of his testimony, he states that he desires to add in addition thereto that he knew of no protest against receiving the beef having been made.

The attention of the witness having also been called to the following question and answer :

“Question. Explain whether you talked with him (Secretary Cox) in regard to supplying the Indians, as provided for in the contract of June 17.

"Answer. I had frequent talks with him in reference to entering into this contract of June 17, and he was aware of the whole of it;"

He adds: "I do not want to say on the record that he was aware of the whole of it, but that he was aware generally of the transactions which resulted in the contract of June 17."

WASHINGTON, D. C., February 8, 1871.

General WILLIAM MEYERS recalled and examined.

By Mr. WELSH:

Question. State briefly the circumstances relating to the proposal of J. E. Boyd, of Omaha, so far as relates to his bid for beef under the contract of September 12.—Answer. In the early part of September John McCormick, of Omaha, sent to my office an envelope containing a bid, with the request that I cause it to be sent to General Parker's office on the day of the opening of the bids for beef. I promised that the matter should be attended to. I handed the package to my chief clerk, with special instructions to take that bid to the office on that day. On the day of the letting, some time in the afternoon, Mr. Taylor, of Omaha, came to my office and told me that Boyd's bid had not been read. I then sent for my chief clerk, and on inquiry found that he had neglected to send the bid to the office. I immediately sent him to the office to see General Parker to state the omission, and to request that the bid be considered and read. The contents of the package I was not aware of, nor did I know in whose name the bid was made. My clerk returned and informed me that the bid would not be considered, and also that it was not the lowest bid. That is all I know about it.

By Mr. SARGENT:

Q. Can you state the hour it was first ascertained that the bid had not been sent?—A. I cannot definitely. It must have been some time after one o'clock. It was after the bids had been read, because Mr. Taylor was present when the bids were read.

WASHINGTON, D. C., February 8, 1871.

J. W. BOSLER recalled and examined.

By Mr. CHIPMAN:

Q. I call your attention to manuscript page 20 of your deposition, where you have crossed out in pencil the following: "But that, if it did, the President would convene Congress in extra session and ask it to make an appropriation." What have you to say in regard to that expression?—A. That, since I have testified, in considering it, I conclude that I got that information through other parties. It was a general report, among parties familiar with the matter, that Congress would, under the circumstances, be convened. I do not think I got it in this conversation. I am satisfied I did not.

By Mr. WELSH:

Q. How many other partners are in the contract besides yourself and Mr. Morrow?—A. No one but myself and Mr. Morrow. When Mr. Morrow and I went into this agreement he told me he had parties with him, but he is the only man who is known to me, although I know that other parties are in it.

Q. What interest has John McCormick?—A. I do not know. I know that Morrow and his friends represent half the contract, and I have understood that McCormick has an interest, but what interest I do not know.

By Mr. CHIPMAN:

Q. Does the paper now shown you show the Chicago price current for cattle running from June 15 to June 30?—A. Yes, sir.

Q. Are the prices mentioned here for cattle the gross weights?—A. Yes, the gross weights.

[The statements of price current referred to are appended to the testimony.]

Q. Would or not the prices along the Pacific Railroad bear any relation, and if so what, to the Chicago prices?—A. They would be governed entirely by the Chicago prices. In fact, that is the market which controls the prices for all the country west of Chicago.

By Mr. SARGENT:

Q. Are Texas cattle designed to fill contracts at the Indian agencies on the Upper Missouri River brought from Chicago?—A. No, the Texas cattle are driven up west of the Missouri River to certain points, one is Abilene and another Schuyler. The Texas cattle are collected at these two points, and from there shipped to Chicago.

Q. Then the value of these cattle at Abilene is obtained from Chicago?—A. Yes.

Q. But the price at Chicago would be greater than that at Abilene?—A. Yes, and greater than that at Schuyler. It would be enhanced by the cost of shipping from these points to Chicago.

Q. In filling any contract made with the Indian Department to deliver beef cattle at the reservations on the Missouri River, would you go to Chicago to buy these cattle, or would you buy them at Abilene and Schuyler directly from Texas?—A. I will give you my own experience in this case. I went to Schuyler and then came back to Chicago and endeavored to buy cattle there and get the best rates I could from the railroad company. I then made contracts to buy the cattle delivered, and they were purchased at Schuyler or in that locality.

Q. Had these cattle been shipped to Chicago and back again to Schuyler?—A. No, sir.

Q. Then the price current at Chicago is not an unfailing guide in regard to the price of beef cattle delivered on the Missouri?—A. No, sir; it is not.

By Mr. WELSH:

Q. Is it not usual to send the larger cattle to Chicago and the smaller ones to the agencies?—A. No; there were no larger or better cattle delivered in Chicago than those I furnished under this contract. They were from four to seven years old and of the best quality.

WASHINGTON, D. C., *February 8, 1871.*

ALVIN C. LEIGHTON sworn and examined.

By Mr. CHIPMAN:

Question. State your residence and occupation?—Answer. I reside at Omaha. I am a merchant and trader.

Q. How long have you been engaged as a trader?—A. I have been in business in Omaha only a year.

Q. Have you had occasion to carry goods through the Indian country west of the Missouri River?—A. Yes, sir.

Q. State what per cent. of difference you would make in filling a requisition to deliver goods at the Indian agencies along the Missouri River, extending up as high as the Grand River agency, and delivering them along the line of the Pacific Railroad?—A. I have never delivered goods in that country, but I consider the risk a great deal more. I would consider it at least a hundred per cent. in advance of delivering them on the line of the railroad.

Q. Why would you consider the risk greater?—A. From my experience in delivering goods in the Indian country, I would require at least one hundred per cent. more for delivering them in the country you speak of than along the line of the Pacific Railroad, whether cattle or anything else.

Q. Do you know the dangers that are involved in driving cattle through the Indian country?—A. I do, for all kinds of stock. I have been in the Indian country ever since posts have been established along up there. I was at the Powder River post, and in that country until the abandonment of that post.

By Mr. SARGENT:

Q. Have you ever bought and sold cattle?—A. No, I never had anything to do with cattle.

Q. And never had any delivered in that way?—A. No, sir.

By Mr. CHIPMAN:

Q. But I understand that you know something about the risks that are involved?—A. Yes, I have never driven cattle, but I have driven horses and mules, and am familiar with the risk attending the driving of any description of stock.

Q. On what data do you make your estimates?—A. I make them from my own experience in driving horses and mules, and in supplying any kind of goods.

APPENDIX.

House resolution, December 12, 1870.

Resolved, That the Committee on Appropriations be directed to inquire and report to this House what effect, if any, has been given to the following provision of the act "making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes for the year ending June 30, 1871, and for other purposes," namely: "It shall be the duty of said board of Indian commissioners to supervise all expenditures of money appropriated for the benefit of Indians in the United States, and to inspect all goods purchased for said Indians in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commission in making purchases of such goods." Also, to what amount moneys have been expended on goods purchased in disregard thereof; also, whether the contracts for the purchase of flour or beef cattle for the Indian tribes on the Missouri River have been corruptly or improvidently made, or for greater quantities than required by the service; also, to investigate the charges of fraud and improvidence against the Indian service made in the report of William Welch, esq., to the Secretary of the Interior; also, whether any portion of the sum of \$90,000 appropriated in said act for the Quapaw Indians has been paid to other parties or diverted from its intended use; and that they have power to report at any time, and send for persons and papers.

PHILADELPHIA, December 7, 1870.

DEAR SIR: During the last month I visited and conferred with the representatives of twelve tribes of Indians residing on the Missouri River up to the Cheyenne reservation, nine miles above Fort Sully. The President of the United States claimed and obtained the aid of missionary associations of the Protestant Episcopal Church in civilizing and Christianizing most of the Sioux Indians in Dakota Territory. Five agents were nominated by these associations and appointed by the President. The chief object of my visit was to inform the Indians of the beneficent disposition of the President toward his red children, and to give the new agents a favorable introduction, with such advice and assistance as they will surely need in their arduous and self-denying work. The Rev. Samuel D. Hinman accompanied me, rendering most efficient service by his thorough knowledge of the language and habits of the Sioux Indians, to whom he has ministered for ten years with eminent success. We first visited the Yankton Sioux reservation, about sixty miles above the city of Yankton. These Indians number from 2,000 to 2,500. They were made hopeful by the announcement that their Grand Father, as they call the President, had invoked the aid of the church in caring for the Indian, and that hereafter the Government would be represented among them by Christian people. Although this tribe has been forty-five years in amity with this Government, often fighting for it against other tribes of Sioux, yet, by the non-fulfillment of promises, it had, before the establishment of the Christian Church there last year, concluded that all white men were liars, except the missionaries to the Santees and those Christians who sustained them. We reached the Yankton reservation on Saturday evening and chanced, in visiting by moonlight a cluster of tepees, to enter one that was owned by a member of the Presbyterian Church. It was cheering to hear that Christian Indian, so lately a heathen, uniting with the Rev. J. W. Cook, the Episcopal missionary, in singing the praises of our God and Saviour in the Dakota language; the bright fire in the middle of the tent enabling them to read, and us to look with gratitude on the strange scene. From an adjoining tepee we heard the groans of a child dying under the infliction of heathen rites; and presently, as his spirit passed away, there arose a most piteous wail from the whole camp. While these fearful shrieks of the hopeless heathen were still sounding in our ears, we were made hopeful by the strains of praise that came from the Episcopal chapel.

The Santee Christian choristers, after having walked some forty miles that day, were in the chapel chanting and singing, to prepare for the morrow's service. On Sunday morning the contrast between heathenism and Christianity was equally striking. The day was very cold, and the wind furious; yet the heart-broken father and his adult son, both naked, except a girdle about their loins, marched slowly past the chapel,

their heads bent, and their bodies covered with earth, wailing piteously. This occurred just as numbers of Indians, warmly clad in civilized garments, or wrapped in their new blankets, were wending their way to the chapel to unite with us in public worship and to listen to words from the book of life. The chapel was filled with chiefs and Indian soldiers and others; the men outnumbering the women, all seeming reverent and attentive worshippers. A few of them remained after the close of the service, to witness the celebration of the Lord's Supper by the Christian Santee Sioux, and by the whites, including some of the new agents.

Our council with this tribe on the following day was very satisfactory; their desire for civilization being so strong that it pictured to the minds of all who were present a bright future for this long-neglected people. Their noble old head chief, Strike-the-Ree, was so warmed up by the occasion that in his speech he manifested all the fire of youth.

A number of these people have already built houses in anticipation of the division of the land. Out of the 425,000 acres of land included in their reservation, only 14,000 acres have yet been surveyed into 80-acre tracts; no more land suitable for cultivation having yet been found. As all Indians can take up 160 acres of good land outside of their reservations, there does not seem to be any propriety in giving them less than 80 acres within; therefore the reservation should be extended. The Yanktons were, by persuasion or coercion, sent from the broad, fertile bottom land of the lower Missouri to a point where the barren chalk bluffs approach the river very closely. Surely this nation will not begrudge to the Indian the narrow strip of arable land on the east bank of the Missouri, as there are few if any instances of success by white men in tilling this soil, so subject to drought. Farming there is a mere cover for keeping a whisky ranch, or for illicit traffic in supplies stolen from Indian reservations by dishonest employés.

At the Yankton reservation we were much pleased with the interest manifested in the church and in the school, which is attended by adults as well as by the young. A Christian lady, trained in teaching and in nursing, accompanied me from Philadelphia to strengthen the mission to the Yankton Indians, and another member of the same Protestant sisterhood will soon join her. With an adequate number of such faithful women, thoroughly trained to illustrate to the heathen the power of Christianity by teaching and by ministering to their bodily ailments, our holy religion will soon displace the superstitious rites that are fast losing their influence over the heathen people. One of the chiefs asked that his son might live at the mission-house to prepare for a still higher calling than that of his father. The lad evinces much earnestness and indomitable perseverance in mastering his lessons; taking his books away with him and asking questions from all who can throw any light on the new language that he is determined to acquire. Several of the head soldiers, as the chief warriors are termed, are docile pupils, and in passing through the school one of them showed me his copy-book in which he had just written "Walking Elk," his English name. This head soldier and four others asked the privilege of accompanying us four days' journey up the Missouri, to prepare the way for our mission by assuring their brethren that we were bearers of good tidings from their beneficent Grand Father, the President, and that we were also the Christian helpers who had so largely benefited the Santees, and who were conferring like benefits upon the Yanktons.

At the rude ranch where, at the close of along day's journey, we stopped to pass the night, these men conferred with us on the details of our plans. They were thus enabled to impart to other Indians higher confidence in our Chief Ruler and in ourselves than if told only by the lips of a white man. This voluntary service, undertaken by men who, owing to personal bravery, are the chief leaders of their people, seemed like a providential preparation for our mission; but the following occurrence appeared to us to bear a still stronger mark of Divine interposition in our favor. Wabasha, the wise Christian head chief of the Santees, had invited Spotted Tail and Swift Bear, the Upper Brulé chiefs, to visit his tribe and to be his guests. Swift Bear, who is still mourning deeply for the death of his son, could not leave home; but Spotted Tail accepted the invitation, taking with him eleven warriors and the wives of two of them. They had left many of their illy-clad people in tattered tepees made of the thin muslin sheeting fraudulently sent them in former years, their little ones so poorly clad as to make them victims to the winter's cold. They also left their young men either chafing under the restraints on hunting the buffalo and other game, imposed upon them by the Government, or becoming slothful and vicious by being fed without any incentive to work. On the Santee reservation they did not see one tepee, every Indian being comfortable in a house built of cottonwood logs, with a stone chimney, or a cooking stove that requires only one-third the fuel needed in a tent. The children were comfortably clad; many of them attending Sunday and week-day schools, and growing up intelligent and thrifty. The young and old men, well dressed in civilized clothing, many of them owning wagons as well as horses, were contented, industrious, and hopeful. They did not see one person under the influence of whisky; neither did they hear any complaints on the part of the chiefs that their people were addicted to drunk-

eness, gambling, or other vices. No United States soldiers were near them, and a small number of Santee policemen were able to keep perfect order on the reservation. These Brulés and Ogallallas drank in all this and more, without manifesting any surprise, or uttering a word until they met the Episcopal missionary with the chiefs and headmen, at a leave-taking conference. They knew that the Santees were formerly quite as blood-thirsty and thriftless, as fond of whisky and paint and feathers, as themselves, and that they had suffered still more from want of faith by the Government. Wabasha and the other chiefs and headmen assured their delighted visitors that, under the Great Spirit, they owed their present elevation and future prospects to the Christian ministers and teachers and the sympathizing friends who had shown the Santee the better way of life. In confirmation of all this, they saw school-houses and two churches built by Christian people and supported by them, without calling upon the Government to appropriate any of the Indians' money. These men also saw the place where a beautiful Episcopal church, mission house, and hospital had been crushed and swept away by a whirlwind five months before. Near the same spot they saw, almost completed, a pile of still more appropriate and commodious buildings, the voluntary offerings of sympathizing Christian people. As the Santees are receiving less aid from the Government than the hostile Indians, these visitors were the better enabled to realize the truth of what had been told them.

They then spent several days with the Yanktons, seeing there the beginnings of the same good work that they had witnessed at the Santee agency. Some of the Yanktons, as they saw, had adopted the dress and habits of civilized life, building houses, purchasing wagons, and tilling the ground successfully. Two of the Yankton chiefs, with their adherents, had cut and hauled logs, and had performed the rougher work in erecting a building at each extremity of the reservation for a school-house and chapel. You can hardly understand the value of such a visit to us and to the cause, the more especially because of the presence of the eleven braves, who in some important respects have an influence beyond that of hereditary chiefs. It is well known that Spotted Tail made a solemn and binding pledge to a much-beloved daughter, when she was dying, that he would never again fight the white man, but that he would ever be his ally. His great difficulty is in retaining the confidence of the young warriors when they are, or consider themselves, unduly restrained or unfairly dealt with by the Government. The non-fulfillment of treaty stipulations and promises made by authorized Government agents has placed Spotted Tail and other friendly chiefs in an unenviable position. Standing Elk, a Brulé chief, whose friendship to the whites was certified to by General Sully, by the president of the peace commission, and by others, handed his papers to me, with the ironical request that I would give them back to the men who wrote them, as he had carried them long, but found them to contain only hollow promises. I was compelled to take the papers, but we endeavored with some success to inspire this man and other Indians with the hope that President Grant would be a man of deeds as well as of words.

Marpeya Najin, (Standing Cloud,) an hereditary chief of another tribe, handed me a large silver medal that had been worn by himself, by Hitika, his father, and by Shawala, his grandfather, to whom it was given by President Jefferson in the year 1801. Standing Cloud desired me to present it to President Grant, in exchange for a medal bearing his likeness. The Jefferson medal bears on the one side the likeness of the then President, and on the other side a pipe and tomahawk, with men's hands clasped together, the motto being "Peace and Friendship." The Indians seem to have some glimmering of hope that, with the help of the church, their present chief ruler will be able to fulfill this long-delayed promise. Before leaving the Yankton reservation John Ree, a nephew of the great chief, and a leader in civilization, handed me a medal struck off at Lancaster in the year 1805, bearing on one side a representation of General Washington, and on the other an Indian, with the motto, "The land was ours." He desired a medal of President Grant, and also asked for an American flag to place on the house that he has just built, when he convenes the band of young men, who, with him, have adopted the dress of the white man, and stand pledged to promote Christian civilization among their people. He wants his fellow-pioneers in this work to discuss and, if need be, fight under the folds of the stars and stripes.

From the Yankton reservation we determined to proceed at once to Cheyenne, the extreme point of our mission, as at this season snow storms often sweep with fearful violence across the high prairie bluffs over which we were obliged to travel, and places of shelter are only to be found at distances varying from twenty to forty miles. There being no suitable conveyances for hire, I applied, under an order from the Secretary of War, to Lieutenant Colonel E. S. Otis, the commander of Fort Randall, for transportation. That brave soldier and courteous gentleman not only provided us with an ambulance, but also entertained us hospitably, furnishing us supplies for our journey out of his private store. He offered us a military escort, such as accompany the paymasters who pass over that route. We declined it, having a belief in the extraordinary intuition of the Indian, by which he so quickly distinguishes the friend from the foe; and, although we were without weapons of defense of any kind, we had by night and by

day, during the entire trip, as high a sense of security as we ever have in the most civilized portions of our country.

After four days' journey we reached Fort Sully, where Colonel Stanly, that distinguished soldier and intelligent gentleman, insisted on our being his guests. The deep interest of Colonel Stanly and of Lieutenant Colonel Otis in the Indians, and in their early civilization, if placed under favorable circumstances, confirms the opinion that I have often expressed, that many of the officers of the Army, who are the most intelligent in Indian affairs, are among the best friends of the red man. A subsequent interview with General Augur, at Omaha, served still more completely to refute the slanders that are too often heaped upon Army officers, terming them Indian exterminators. The Indians located near Fort Sully not only respect Colonel Stanly, its commander, but they look to him as to a father and sympathizing friend. We saw at his house "The Fisherman," an Indian of the Two Kettle band of Sioux, who is an industrious wood-chopper, to whom the colonel had often made small advances of money when business was dull; in every case the money was repaid to the last farthing. We were moved by a description of the sympathy and tearful grief of this Indian when death entered the family of his friend and benefactor.

Cheyenne.—Colonel Stanley and Major Whistler accompanied us to this reservation, also promising their valuable assistance to the new agent. The location of the Cheyenne agency is very bad, and another site should be selected immediately, as the Missouri River is fast washing away the ground on which the buildings stand.

Many of the chiefs and principal men of the Sans Arcs, the Two Kettles, the Minneconjous, and the Unkpapas, Sioux Indians, after an elaborate preparation with paint and gewgaws, met us in a council room that was ornamented with Indian scalps. Our Yankton Sioux, who were present as spectators merely, had, fortunately for our mission, prepared the way for us by a private interview with the leading men of these tribes. Being the representatives of the church as well as of the Government, we here, as often elsewhere, invoked the blessings of God on our deliberations in a brief prayer, that was translated by the interpreter. In introducing the new father, as they term their agent, we told the Indians that he had been sent by the church in answer to prayer, and, therefore, that the Great Spirit would help him to be a good and kind father to them as long as they were obedient and industrious. They were told that the new agent came without defensive weapons of any kind, trusting himself entirely to the Indians as his children. They were, however, made to understand that if any of them behaved badly to him, the soldiers on the reservation or at Fort Sully would punish them still more severely, because the wrong would be entirely unprovoked.

These Indians, and all others with whom we conferred, were made to understand that their Grand Father at Washington had a red man's heart; therefore he feels for them, and will drive away from the reservation all who have been wronging their daughters or depriving them of the full benefits of appropriations made them by Congress. We assured them that other members of the great Sioux nation had been lifted above the temptations to gambling, idleness, and drinking, to which the wild Indian is so prone; and that such were fast preparing to claim the rights of citizenship, now accorded to the red man as fully as to the white. We told these Indians that it is the special wish of their Grand Father and of the members of Congress who vote all the money that comes to them, that Indians who work by caring for cattle, by chopping wood, by tilling the ground, or by mechanical pursuits, should be fully fed, and have coffee and sugar, whilst the lazy and dissolute should be barely kept from starving. These Indians had specially desired that the council should be held outside the stockade, in a large room surrounded by windows, that their wives and daughters might hear the good tidings that Christian men were bringing them from their Grand Father at Washington.

With such surroundings, we took especial pains to make these Indians understand that good white men protect the virtue of wife and daughter as fully as they do their own life, and that the Indian can never rise to a high position until he acts in this respect like good white men. They were assured that the new agent, their father, would help them in this and all other things by which their position could be improved; and that he would compel all employes on the reservation to teach the Indian and to aid him in every effort to become industrious and self-supporting. They were told that they should have schools for their children if they desired them, and, if they wished it, a minister would be sent as soon as such could be procured, but that much time would be required for him to learn their language.

The chief, Long Mandan, gorgeously appareled, was the first speaker in reply. He reverently proffered his lighted pipe to the Great Spirit, then presented it to us, and afterward smoked it himself, saying that he wanted all to be bound by the same sacred influence to speak words of truth only. He and the other chiefs and head soldiers who followed him spoke in good temper, and manifested gratitude that their Grand Father's heart had at length been turned toward them; that he had sent a man to them who could go back and speak in Washington to the ear of their Great Father, and that even the agent, their father, could now write to Washington instead of to the

governor of the Territory, as hitherto. They cordially agreed to all that had been said to them, complaining, however, that soldiers had been sent to live on their reservation when Fort Sully was so near; that the right of petition had been virtually denied them, their words never reaching the ear of their Great Father, and that several items in their treaty stipulations had never been fulfilled. The promise made by the peace commissioners, that loyal Indians should have such guns and ammunition as would enable them to hunt the deer, antelope, &c., if they would abandon their distant buffalo hunts and their nomadic life and settle upon designated reservations, has not yet been fulfilled. The wild and hostile Indians get arms and ammunition from traders in exchange for their furs, while many of the best friends of the whites are degenerating into bands of loafers. The wild Indians, perceiving the advantages that they have over their tamer brethren, only come into the reservation for a short time when they are pinched with hunger. The following letter from Colonel Stanley embodies the sentiments of all the military officers on the frontier with whom I conversed:

FORT SULLY, D. T., November 19, 1870.

DEAR SIR: You having done me the honor to ask my opinion as to the advisability of issuing or selling hunting guns and ammunition in limited quantities to the Sioux Indians, I reply that I would issue them, or permit the Indians to trade for them under restrictions, without hesitation. If the Indians intend mischief, they will do all with the bow and arrow they would with the gun. The withholding ammunition is exasperating to the Indian and alienates our best friends; and through the contraband traders of the British possessions, of Montana, and of the Platte, the really hostile and mischievous Sioux get any amount of ammunition, and laugh at the friendly Indians, telling them, "This is your white friend; he is afraid to trust you with a load of powder."

It is asking too much of an Indian to tell him he must pitch his "tepee" close to the agency, and settle down to do nothing but eat. The Indian's mind, as the white man's, seeks some employment; as yet we have given him none; we have not given him stock; we have not started farming, and hunting is the natural outlet to the activity and the restlessness of the Indian. I know that even the old men look upon the fall hunt as being quite as essential to their health as do our city-tired people a trip to the sea-shore.

Until the present year ammunition has been a part of the annuities, and I have never seen or known any harm to come of it.

The other day The Grass, an excellent man, chief of the Blackfeet Sioux, came from Grand River to see me. He said, "My friend, as I came down I saw hundreds of antelopes on the hills. I could only look at them. I had nothing to shoot one for my dinner. I am fifty-two years of age, and have lived near the whites and been their friend all my life. I have seventy lodges, all friendly. What have I done, my friend, that the Great Father treats me so?" I had nothing to say; but when he went back he had ammunition. Of course ammunition should be sold under restrictions, the trader making a return every Saturday to the agent or commanding officer of the fixed allowance sold only to heads of families during the week. Such has been the plan heretofore, and it seems to have worked well. If guns (trade rifles and shot-guns) were issued to Indians whom we know, and a promise required of the Indian that he would not trade off or part with his gun, he would keep his promise, so that we could keep the guns in the hands of our friends. Finally, we cannot expect the Sioux to believe in us unless we show some confidence in them.

I am, very respectfully, your obedient servant,

D. S. STANLEY,
Colonel Twenty-second Infantry.

Mr. WILLIAM WELSH, Philadelphia, Pa.

Yanktonnais and Lower Brulé agency.—The agent for these tribes of Indians has thus far resided at Crow Creek, on the east bank of the Missouri, where the Yanktonnais, or at least a comparatively small band of these friendly Indians, reside. Our conference with them was satisfactory but sad, owing to the recent death of Bone Necklace, their principal chief. These Indians long for a minister, for schools, and for instruction in agricultural handicraft, with such appliances as will enable their people to draw support from the soil instead of being fed like tame cattle. They have long resided on the east bank of the Missouri, but it is very doubtful whether they can ever draw sufficient support from that region of drought. The women here have been more demoralized than elsewhere by the immoral conduct of those whom the Government has placed over them. The Indian's idea of the married relation gives the designing white man much power for evil. At our council with the Yanktonnais we were much touched with the tone of sadness that pervaded all who were present, but especially the brother and the two sons of their late principal chief, whose new-made grave we had seen marked on the hill-top by a little white flag. His sons said in council that their father

had heard that Christians were coming to bring relief to his people, and he had longed to live that he might take them by the hand and welcome them. It cheered us to learn that the tidings of our coming had comforted the dying man, by giving him hope as to the future of his people. We clambered up to his resting place just as a cloud cast its dark shadow upon the grave, but all beyond the grave was made bright by the light of the sun. The wife of the chief had been buried beside him, she having died a few days after him, as is said, of a broken heart. On one side of the grave the ground was covered with blood, and there lay the stone on which his children sharpened their knives to puncture their arms and legs, that a suffering body may sympathize the more fully with a troubled spirit.

The Lower Brulé sub-agency is on the west bank of the Missouri River, about nine miles below Crow Creek. Ferrying here is very tedious, owing to sand-bars, and yet from defective arrangements all the meat, and in some years all the other stores, have to be taken across this miserable river. The agency should be on the west bank of the river, as the Indians are far more numerous there, and it is most important that the large roving bands of wild Indians should be brought under some control. The Lower Brulés are so called because they have for a long time frequented the banks of the Missouri, while the Upper Brulés have usually ranged toward the sources of the streams that empty into that river.

At our first conference with the Lower Brulés, speeches were made by their four chiefs, Iron Nation, Medicine Bull, The Man who Killed the White Buffalo Cow, and Little Pheasant. These Indians seem earnestly anxious for Christian civilization, begging for teachers and missionaries. Iron Nation, the first speaker, said that they had tidings of our coming, and it seemed to them that at last a great light was about to shine on the pathway of his people, who had so long groped on in darkness. He prophesied that bad white men will oblige his people again to pass through deep waters, yet they would not be hopeless, now that Christian people had offered to be their friends. They complained, very properly, that their father the agent resided on the other side of the river and rarely came to see them. They thought that their Grand Father in Washington could not know where the Lower Brulés were, or he would give them an agent to reside among them, that he might aid in bringing their wild and hostile brethren into more peaceful relations with the Government. The hostile Indians were in a camp about forty miles out, and they look upon those on the reservation somewhat as we do upon wild animals who have been entrapped, caged, and fed.

The oxen were slaughtered by them on the opposite bank of the river the day we arrived there. The power of the bow, when in the hands of an Indian, was shown by completely burying the arrow in the body of the ox. This mode of killing the animal, or shooting him with a rifle-ball, is adopted to prevent the loss of blood. The chiefs of the Lower Brulés asked that beef might be issued to them oftener than once a week, as, in their idle life, Indians eat voraciously after three days of fasting, and thus consume all their rations of beef by the fourth day after its issue. We persuaded the new agent, instead of slaughtering the cattle on the opposite bank of the river, to give them a month's supply of live cattle, taking their pledge that they would only kill a ratable proportion on each alternate day. Unless we doom this people to destruction, we must make them provident instead of continuing to promote improvidence among them, and to destroy all self-respect. As long as the wild Indians see that those residing near the agencies are degenerating, we can hardly expect them to come in. Some of the wild Lower Brulés are lawless free-booters, stealing horses and mules from the neighboring tribes and from the Government. Capturing these men is well nigh an impossibility, for the Government has no mounted soldiers on the Missouri River. As soon as the peaceable Indians can illustrate to them the advantages of civilization, most of their brethren will be glad to come in, as game is getting scarce; and the few lawless spirits can then be readily restrained by their own people. The Lower Brulés, having long been near the Missouri River, prefer to remain there, although the soil is better and there is more rain in the upper portions of the reservation near the Black Hills. These Indians complained that a company of soldiers had been located at their sub-agency, although, as they alleged, they have always been peaceable. Wood in that country is very scarce; yet these troops have, without conferring with or compensating these Indians, cut large quantities of wood for houses and for fuel, and have thus far excluded the Indian from the use of the saw-mill that was theirs by treaty stipulation. Many excellent practical suggestions were made at the conference with these Indians, and the new agent, who was present, will undoubtedly adopt them so far as they are likely to be beneficial. Indian diplomacy is quite amusing to the uninitiated, but is likely to mislead those who are not familiar with their habits. The conferences with the Lower Brulés were held in the house of the sub-agent, who they supposed would be retained in office. Although in his presence they commended him to our favor, yet at a private interview after nightfall, one of them revealed his true character, which corresponded precisely with the estimate our new agent had formed of the man. These Brulés have so seldom been brought into contact with the white man, that their women are remarkably virtuous. We

passed part of the evening in the capacious tepee of one of their chiefs, conferring with him as to the condition and prospects of his tribe. It was truly comfortable, being made of dressed buffalo-skins, and, when contrasted with their muslin tents, we could readily understand why the Indian complained so bitterly of being restrained from buffalo hunting. Many of the Indians who have been brought into the reservations were promised comfortable log houses, as they could not renew their buffalo tepees, but that promise, like many others, has not been fulfilled. The temporary barracks built here by the soldiers will, I hope, be vacated in the spring and given to the Indians in partial fulfillment of this promise. The site of suitable agency buildings on the west bank of the Missouri ought to be soon determined on, and the supplies for the coming season deposited in them.

Whetstone agency.—Here we first conferred with the influential white men, who were legally incorporated with the Upper Brulés and Ogallallas before they left their distant homes to come to this reservation at the earnest solicitation of the peace commissioners. All of them have log houses, and some already possess quite creditable farms. These white men have Indian families, and, whilst despondent as to the future of their people, they were less abstemious than they should have been. Their influence for good or evil upon the tribes with which they are connected is so great that we took much pains to make them hopeful. After a conference with their intelligent-looking children, we pleased the little ones, their mothers and fathers, much by making immediate arrangements with the zealous wife of the new agent for the early opening of a church-school. The treaty promises a teacher for every thirty children, but thus far these wards of the nation have been allowed to grow up in utter ignorance. We cannot say of the Upper Brulés what we did of the Lower, for there are many Indian women with half-breed children, in poverty and ignorance, because deserted by their fathers many of whom are men of respectability in their dealings with white people. The Church has hitherto neglected this people, grown degenerate because brought in contact with a so-called civilization which, not being restrained by Christianity, sinks in many things far below the most superstitious heathenism.

We also conferred with such chiefs and other Indians as had not gone into winter quarters up the White River. Several of these had cultivated the soil, but were disheartened because of the drought and the failure to fulfill the encouraging promises made to them. One of these men had broken twenty acres of prairie sod—quite an achievement for an Indian. They had been promised ponies if they would engage in farming, but that promise had never been kept. Thus far I had purposely avoided feasting or giving any presents to Indians, that they might the more readily understand that our mission was one of benefit to them solely, without desiring any favor to ourselves. These pioneer workers of the soil changed my course, and, although without authority, I promised that the agent would furnish a pony each to twenty of the most deserving among them. The cost will be from six to eight hundred dollars, and, unless authority is given by the Government, the draft will be made upon me. The agent writes thus to me: "The promise of ponies to those Indians who have been farming is a step in the right direction. They have promised me that they will stop drinking whisky, and will try and prevail upon their people to do likewise."

We exerted ourselves to the utmost to prevent the nefarious traffic in whisky, which was fast demoralizing this idle and hopeless people. President Grant promptly remanded back to Fort Randall a military reservation that, having been relinquished some years since, had become the abiding-place of five or six notorious and lawless vendors of whisky. The War Department sent orders to Lieutenant Colonel Otis, of Fort Randall, to take immediate possession of the reservation and to send off all injurious persons. This will be done effectually, as the colonel is a fearless and faithful soldier, and he is fully aware what a den of iniquity is on that reservation. He said that if Indians had killed as many white men as have been murdered there in drunken brawls, the whole country would have been up in arms against them. If this important act of the President is followed up by the temporary withdrawal from sale of all lands on the eastern bank of the Missouri above the military reservation, the whisky traffic can be stopped and the soldiers removed, except from Forts Randall and Sully, and other important points higher up the Missouri. By occupying the few ranches necessary for the accommodation of travelers with a few trusty soldiers or other reliable persons, the whisky and all illicit traffic can be broken up, and the soldiers withdrawn in the spring from Whetstone, Crow Creek, the Lower Brulés, and Cheyenne, where they are kept at a cost of over \$300,000 a year.

Opposite the Whetstone agency, the shrewd proprietor of the only ferry and of a whisky ranch had preempted 190 acres of land in fractional sections, giving him a mile and a half of river front. As this man could not be legally removed, and as his presence there was working ruin to the reservation, I purchased his buildings, boats, ferry, and land privileges for \$1,200. The Government paid him annually a considerable sum for the use of his ferry-boats. There is an evident propriety in having the control of the ferry; but if the Interior Department does not approve of the purchase

I may dispose of it to some trader; or I will be quite willing to bear the expense for the good that I know will be accomplished by the purchase.

Before we reached Whetstone, most of the Indians had gone between eighty and ninety miles into winter quarters, on the White River; the returning teamsters report that there is there plenty of timber and grazing for stock. After Spotted Tail's return from his visit to the Yankton and Santee Indians, being most anxious to confer with us, he tarried several days, expecting that we would come direct to Whetstone. Not having been apprised of his intention to go out so far for winter quarters, we had gone to Cheyenne, the farthest point, first. He dictated the following letter to me, and asked the new agent to inform me that the letter contained the substance of what he desired to say:

WHETSTONE, D. T., November 15, 1870.

MY FRIEND: I wish you to send us a missionary, as I find out it will be for the good of my people, and my white relations have recommended it. We wish only to winter here on the White River. We wish to remove as early in the spring as possible to our farming reservation on the White River, near the mouth of the White Earth. We wish our white relations and our half-breeds to accompany us. It is a country abounding in timber, and the soil is good. We wish our goods and rations sent to Fort Laramie, and then would like you to pay our half-breeds and white relations what you think reasonable for freighting for us. In this way we will earn money, and learn to work, and can keep bad white men off our reserve. We wish our own people to do all the labor on our reserve, except such as they do not yet know how to perform. I wish you would continue inviting each year four headmen from our tribe, and also from that of Red Cloud, to visit Washington. We think the President is right in thinking this a good way to benefit and teach the Indians, and make them peaceable, and good friends of the whites. When we are on the White River we wish you would let our people, or part of them, go on a buffalo hunt to the Republican River.

I have three villages—one of Ogallalla, say 200 lodges; Black Bear is their chief; the Brulé Wanagi, (ghost,) 150 lodges; Red Leaf is their chief; the Upper Brulé, 225 lodges; Spotted Tail is their chief. We wish to have some of our own people to instruct each band, and also an interpreter for each. We would like to have our friend Raymond for farmer, and our friend Bissinett for interpreter. We would like to have some guns and ammunition, as it would aid us in getting skins for our moccasins, and also for our lodges. We live in a country abounding in elk and deer. We wish to have free trade among ourselves, and to have no outsiders allowed to trade among our people. Claims have accumulated against us between the years 1849 and 1857. We do not wish them paid out of our moneys. We would like large garrisons of soldiers kept at Laramie, and also on the Missouri River, to keep off bad whites and whisky from our reserve. To us whisky is death.

Your friend,

LINTE-GLESKA, (translated Spotted Tail),
Per BISSINETT.

To Mr. WILLIAM WELSH.

The requests in this letter have been considered as follows:

First. A missionary and teacher will be sent soon after the location of these Indians has been determined on.

Second. The removal to the sources of the White River was authorized by Secretary Cox.

Third. If the white Indians and half-breeds go, Whetstone agency can be abandoned; and the present agent, who is favorably known to Spotted Tail and his people, will move out to the new agency. In the interim, the agent, with our cordial concurrence, has employed Tod Randall, one of Spotted Tail's white relatives, as he calls him, to act as sub-agent.

Fourth. As the country abounds in grazing land, it will be important, at an early period, to bring young cattle from Texas, and to use the Indians as herdsmen, until they can be taught to raise stock for themselves. Cattle, after one winter on the White River, can endure the cold of the Upper Missouri, without the loss of health or of flesh that is certain to ensue when driven directly to the existing agencies.

Fifth. I went to Omaha to ascertain the relative cost of sending freight via Cheyenne and Fort Laramie, or by Whetstone and up the White River. The mode indicated by Spotted Tail will be the cheapest and best. The officers of the Pacific Railroad, with whom I conferred, manifested a willingness to make concessions for Indians so long as they continued their friendly relations.

Sixth. It is the intention of the agent to employ the members of the tribe to do all the work that they are willing to perform, and to insist that every employé shall instruct the Indian.

Seventh. Spotted Tail's suggestion that the President should continue to invite four headmen from his tribe, and four from Red Cloud's, to visit Washington yearly, was

made by nearly, if not all, the other tribes, and approved of by the most intelligent friends of the Indian. The most practical suggestion is that four representative men, who have never been to Washington, be selected from each important tribe and taken together to Washington for a brief conference with the President; then to some machine shops, like the Baldwin locomotive works in Philadelphia, where 1,900 working men can be marshaled before them, and afterward to visit the Cherokee Indians or others who have progressed in civilization. This can be accomplished with little trouble and expense, if it is arranged by the Rev. Messrs. Williamson and Hinman, the missionaries of the Presbyterian and Episcopal churches, who have great influence with the Indians of the Sioux Nation. The importance of this suggestion cannot be over-estimated if the leading braves are selected instead of chiefs, many of whom have lost their influence over their tribes.

Eighth. The suggestion about guns and ammunition has already been referred to. Those of us who live in comfortable houses, and have our feet well protected, can hardly realize the importance to the Indians of skin for lodges and moccasins to protect their feet.

Ninth. Spotted Tail is right in claiming the help of garrisons in keeping off bad whites and whisky, for he has time and again been compelled to task all his powers to the utmost to prevent quarrels, begun in a drunken row, from inflaming the whole Indian nation. When he closed his letter by saying, "To us whisky is death," he doubtless remembered the day when he killed Big Mouth, the chief of the Ogallallas, who, in a drunken broil, had dogged him all day and then attempted his life.

Poncas.—When we reached their reservation, the new agent, with whom we had previously conferred, had already dismissed all white employees, except the engineer, using the Indians and half-breeds who were working well. These Indians in council evinced much practical common sense. They see that civilization is their only hope. They were delighted to learn that the church would furnish teachers without diminishing their small annuity; and they think it hard that they are never consulted about the expenditure of their money, and that no account is rendered to them of the way in which it is used. They complain that six hundred dollars of their money is taken for a physician, who comes in frequently, and whose services they never desired. With such Indians, surely there should be some conference if there is to be any effort made toward their civilization. In my report to the late Secretary of the Interior, I stated, that owing to the entire failure of their crops, the Poncas would be in a starving condition before the end of October. They were sorely tried by seeing thousands of oxen and steamboat loads of provisions pass by their reservation to feed the Sioux Indians who had been so hostile toward the white people. As the Commissioner of Indian Affairs did not feel warranted in using any money for the Poncas, except their very small annuity, I undertook to feed them with the most rigid economy. The flour furnished by the contractors cost at the reservation five cents a pound, and beef, when dressed, thirteen cents a pound. I purchased wheat at one cent a pound, with three-quarters of a cent a pound for land carriage, and had it cracked for boiling, or ground at the mill on the reservation without any additional expense. This, with pressed lard, which I bought in Chicago at sixteen cents a pound, and suet, purchased in Sioux City at twelve cents a pound, will keep this tribe in health and working condition at about one-fourth the cost of maintaining the other Indians. They ought, like other Indians, to have sugar and coffee: but I desired first to test their willingness to economize to the utmost, for it seemed wrong to stop their small money annuity, which they absolutely need to purchase cooking-stoves and other appliances of civilization not furnished by the Government. They behaved so well under the very trying circumstances in which they are placed, that I told the agent to pledge them this month a money annuity of \$5 a head, say \$3,750. I felt sure the Government would not withhold it, but I would not have promised it had I not been willing to make the payment in case of disappointment. A visitor must have a heart much harder than mine, to refuse a helping hand to Indians who are intelligently striving after Christian civilization, and who, in their new-born hopefulness, have already acquired sufficient strength to resist the natural temptation to strong drink. Their chiefs voluntarily confessed, to their shame, that some of their people had, since I was there in September, been induced to make reprisals of horses. They promised to use all their efforts to prevent it in future, although I must confess that human nature alone will not enable them to do it. The Government stands pledged by treaty to protect them on their reservation, and yet time and again the roving bands of Brulé Indians have stolen their horses, and they have not been replaced by the Government. When the nation does justly by its wards, these predatory excursions by Sioux, by Pawnees, and by Poncas, can no doubt be checked if proper means are used. The night after I left the Poncas, they seemed so defenseless and were in such dread of a band of Brulés that were skulking about, that the agent gave them all the ammunition that he had. The United States soldiers on the Missouri, not being mounted, are useless for any other purpose than that of defending a post.

If Indians are clustered around a fort or stockade, the demoralizing influence of sol

diers upon them far overbalances all the advantages that unmounted men can afford in protecting property. The cattle range far beyond the reach of the soldiers, and in some instances there is but one white herder, all of his assistants being Indians, showing that they could be easily trained to protect their own property. The cost of a single company of soldiers at one of these stockades varies from \$75,000 to \$100,000 every year, and I became satisfied, from inquiry and observation, that well-appointed Indian soldiers, mounted on their own horses, can be trained to protect all the property at less than one-fourth of the present cost. Not being willing to trust my own judgment in this important subject, I asked a thoroughly competent and experienced officer to give me his views. As he is not the commander of a post, I do not give his name, but append his letter:

DAKOTA TERRITORY, November 21, 1870.

MY DEAR SIR: In accordance with your wishes that I should give you an account of my knowledge of the kind of soldiers which Indians make, &c., it affords me great pleasure to comply with your request.

Section 6 of the act of Congress approved July 23, 1866, grants authority for the employment of Indians in the Territories and Indian country to the number of one thousand, who shall receive the pay and allowance of cavalry soldiers.

In the spring of 1869 I saw a detachment of Indian soldiers at one of the military posts in the northeastern part of this Territory. They were commanded by a commissioned officer, and were also clothed and equipped in every particular like the soldiers of infantry, living in common tents, which were regularly pitched. I saw them at a general inspection. They had on the full uniform; the brasses on their hat and the scales were well cleaned and polished; their arms and accouterments were in the best possible condition; their clothing was neat and clean, and in every way they bore a presentable appearance.

These Indians belonged to the Sisseton and Wahpeton tribes of the Sioux, and, only a few months before I saw them, were roving over the prairies in the Indian garb and living in a tepee; but in a short time their mode of life was changed; they were contented and glad to wear the clothing furnished to the troops, and were proud of the full uniform, and readily abandoned the tepee for the tent used by the American soldier.

The officer in command told me that the non-commissioned officers and soldiers made excellent scouts and guards, and were always found to be reliable.

I made a trip through the northern part of the Territory last spring, and I noticed that the military had established mail stations at various points between Fort Totten, at Devil's Lake, and Fort Abercrombie, on the Red River of the North. At each one they had a small squad of Indian soldiers in charge of a non-commissioned officer, (Indian.) From my observation and by inquiry I found that they were efficient, prompt, and reliable in the execution of their duties and they had the full confidence of the officers. They were paid and placed on the same footing with soldiers, having been duly enlisted for a certain period.

I am confident that at any place in this Territory Indians may be found who can be organized into bodies, paid, clothed, and equipped, and be made excellent soldiers for guards, &c. I believe they can be made good herders, and in that capacity successfully used, and that they will make a good and effectual police.

I know by experience that the Indians in this Territory make excellent, reliable, and useful scouts to detachments of troops or parties traveling on the prairies.

Sincerely and respectfully yours,

WILLIAM WELSH, Esq., Philadelphia, Pa.

Our mission was brought to an appropriate close by spending Thanksgiving day on the Santee reservation. At their morning worship this people seemed to realize that there was special cause for thanksgiving among the Indians. Citizenship had been placed within their reach, and the President has resolved to strangle the political vampire that has hitherto sucked out much of the life-blood of the Indian. They rejoiced to hear that their less civilized brethren were longing for Christian teachers. When they sang from the missionary hymn,

"Shall we, whose souls are lighted with wisdom from on high,
Shall we to men benighted the lamp of life deny?"

I felt rebuked for want of zeal, as some of the very men who were present had preceded me in a missionary excursion up the Missouri River, and in some places they had borne the very first tidings of Christianity. Two otter skins, garnished with bells, that had long been used in the sacred medicine dance, were presented to me as the last relics of heathenism in this tribe.

In the evening their wise men called to confer with me, and their words were so sensible and reasonable that it seemed impossible to realize that I was in the presence of men who, ten years before, were superstitious heathen. They unanimously asked to

have their reservation placed under the care of the Episcopal Church, that the whole Sioux Nation might be bound together in one brotherhood. The Santees pleaded for this great favor from their Grand Father with the utmost earnestness, and then drew from me my pledge that I would present their plea. Last October they had a convocation composed of Yanktons and Santees, with one representative from the Poncas. The beneficial results far exceeded the expectations of the Reverend Mr. Hinman, its projector. It is now proposed to have an annual or semi-annual convocation, composed of the missionaries and teachers of the Episcopal Church, the agents nominated by it, and three or more delegates from each tribe of Indians under its charge. Such a meeting would be productive of much benefit, and will serve to stimulate the wild Indian to more strenuous efforts after civilization.

The failure to keep treaty stipulations had so exasperated the Indians a year since that Major Hearn, at Grand River, and Major Randall, at the Cheyenne Reservation, were in constant peril of their lives. These officers were so brave and discreet that they deserve an honorable place in the reorganized Army. Colonel Stanley, who watched over these military agents, commended them strongly to me. A few loyal Indians stood by them. When the wild and exasperated Indians were in the habit of menacing Major Randall, even after he had retired to rest, Frozen Foot slept by his bed, and Little Bull and Crow Feather also united in his defense. With a single exception, all the military agents did as well as could be expected under the trying circumstances in which they were placed. They had no previous preparation for such a work; they did not desire it; going to it merely because they were ordered to this unusual duty, and realizing that at any time they might be called to the military service, for which they were commissioned. There was one disorganizing influence beyond their control that disheartened some of them and irritated others. They were placed under a political governor, who was *ex officio* superintendent of Indian affairs, and he, no doubt, also was subject to like political influences. Incompetent and dissolute subordinate assistants were sent to the agencies without the consent and sometimes against the remonstrance of the agent, who should have been supreme. Salaries were paid to some of these subordinates higher than those paid to the principals who had all the responsibilities, and should have had entire management of the agencies.

Remonstrances were either not forwarded to Washington by the superintendent, or were not heeded there, because the Indian Office had not then been emancipated from political thralldom. Some of these employes acted dishonorably, and others dishonestly. In one case, during the temporary absence of the agent, one of them certified to the receipt of a larger number of cattle than the agent could find upon his return, and gave a voucher that the average weight was 1,200 pounds, when, after two weeks' good feeding, the average weight proved to be but 963 pounds. Steam-engines were sent at a large cost that were, in some instances, too small and too light to do the heavy sawing for which they were designed. These disorganizing influences, had they not been checked by the President, by the removal of the political superintendent, would have hindered the civilization of the Indian, and doomed him to perpetual beggary at a fearful cost to the nation.

There is one department that needs the powerful grasp of a master hand. I refer to purchases by contract and otherwise. It is estimated by men of large experience that a few adroit manipulators of contracts and purchases have made at least \$250,000 this year from supplies to Indians on the Missouri River alone. All this and more could have been saved if the business had been conducted just as those of us who are merchants manage our own operations. Thus, 25,000 sacks of flour were contracted for at \$3 50 for a bag of ninety-eight pounds, delivered at Sioux City, when the price at that place was \$2 20, and ought to have been \$2, as wheat was only worth from 60 to 70 cents per bushel. The bargain for freight up the Missouri was high, in about the same ratio—say 2½ cents a pound to the nearest reservation, and 6½ cents to Grand River. Wheat could have been purchased and ground on the reservation at one-third the cost of the present supplies. The 8,000 head of cattle required for feeding the Indians were furnished by certain contractors and others of the initiated, who virtually sublet their contracts at an immense profit to equally responsible Texas herders.

These herders took all the risk of delivering cattle to the agencies on the Missouri, being usually paid on the same voucher that draws the money in Washington. It is estimated that at least \$200,000 to \$250,000 could have been saved on this one item, exclusive of frauds in the count of cattle and in their weight. Congress has been striving for many years to prevent frauds by legislative checks and restraints, instead of by intrusting experienced and thoroughly competent men with the disbursement of money. Under existing laws bids are to be asked for and contracts made, instead of buying in open market. This system has virtually thrown the business into the hands of the initiated, who so successfully manipulate the whole affair that competition by the uninitiated is usually viewed as hopeless. By a system of straw bids, and by occasional purchases of the prospective profits of some skilled bidder, the contract system is reduced to a science that gave me some study during my last trip.

Bad as this system is, I am grieved to report an occurrence that I trust you will refer

at once to the Bureau of Indian Commissioners for thorough investigation and public report. The following clause will be found in an act of Congress, passed the 15th of last July, termed the Indian appropriation bill: "It shall be the duty of said Board of Indian Commissioners to supervise all expenditures of money appropriated for the benefit of Indians in the United States, and to inspect all goods purchased for said Indians in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commission in making purchases of said goods."

These special commissioners, who serve gratuitously, were consulted as to the purchases and inspection of dry goods, but they were not consulted or even notified of the purchase or inspection of the other goods that were bought by the Commissioner of Indian Affairs on contract and by private sale to the extent of a million dollars or more. Four hundred and fifty thousand dollars of this sum was spent for Texas cattle at 6½ cents a pound on the hoof, the highly responsible Texas drovers delivering them, without any risk to the original purchaser, at 2½ cents a pound, or thereabouts. In some instances the Indian agent refused to receive these cattle, as he already had a three months' supply; the loss by death and shrinkage during the winter, by stampeding, and by the cost of herding, being so great that the agent would not assume the risk. He was, however, compelled to receive the cattle, to the great loss of the Government, by a positive order from the Commissioner of Indian Affairs. I was credibly informed at the agencies that bribes were offered to certify to overweight.

The vouchers in the Auditor's office reveal the fact that payment was made on receipts given by subordinates while temporarily acting under the authority of an absent agent. These certificates merely indicate the pounds of live cattle, without giving the number of the cattle or stating whether they were all weighed, averaged by weighing a certain number, or certified to by a mere guess at the weight. The certificates for slaughtered beef were evidently given before the cattle were killed.

Although the agent's report of an error or fraud by his representative was received at the Indian Office, it was not sent to the Auditor. If it came after the settlement of that portion of the purchase, it should have been sent to the Auditor before the next payment. When the tidings of these transactions reached me, I hoped that it was some trifling purchase made to meet an exigency. To my surprise, I saw immense herds of Texas cattle on the way to the reservation on the Missouri River last month, paid for November 25, at 6½ cents per pound, the sum being \$155,493. Cattle for immediate delivery in the spring could have been purchased in the neighborhood at 4 cents per pound, and in Nebraska, at Schuyler or Columbus, for early delivery, at 2½ to 2¾ cents. I could furnish other details equally startling, but this will suffice to enable you to provide a remedy. These facts came before me while I was aiding the President of the United States in carrying out his policy. I feel bound to communicate them, as I know that both the President and yourself have resolved to purge the Indian Department thoroughly, that appropriations by Congress for the benefit of the Indian may hereafter impart the largest benefit to this long-neglected people.

A remedial measure was attempted at the last session of Congress, authorizing the appointment of five permanent Indian inspectors, and but for the opposition of one Senator it would no doubt have become a law. If Congress will cooperate with the President this year, by appropriate legislation, enough money may be saved from the appropriations to promote every civilizing process among the Indians and to stock their farms so fully that in a few years most of their supplies can be drawn from their own farms and herdsman. Of course this is not to the interest of the contractors, or of those who participate with them in their large gains. Some of their adherents, and others who are disappointed, have notified the Indians that the Senate will not sustain the President in his present position. You well know that he will be sustained, and that Senators, though now bound by party rules to get for their constituents a just proportion of political patronage, will rejoice that the President had manliness enough to withdraw Indian appropriations from party patronage, when, as in this case, it tends to demoralize our home heathen. I cannot speak for other religious bodies; but no missionary to the Indians, with whom I am connected, will use a dollar of Government money for the support of churches or of schools; and I sincerely hope that we will also be able to furnish the physicians and all the medicines required free of cost to the Government or the Indians. The progress of Christianity will, of necessity, be slow in converting heathen people, until, as in gospel times, teaching and healing are used to illustrate and enforce the truth of the preached gospel. I am encouraged in thus reporting at length, by remembering your earnest pleading for the Indian two years since, when we were both delegates to the convention of the Protestant Episcopal Church. Command me freely when I can further help you in this cause.

Yours, very respectfully,

WILLIAM WELSH,
1122 Spruce Street.

Hon. COLUMBUS DELANO,
Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
January 12, 1871.

SIR: During my necessary absence in the Indian Territory, whither I had gone under your orders, to attend the general council of the Indian tribes of that Territory, a letter addressed to you by the Hon. Wm. Welsh, of Philadelphia, was published in many of the daily prints, alleging "frauds in the purchase and transportation of goods for the Indian service" during the past year. I did not see this letter until my return to the States, near the close of December. I also subsequently learned that the appropriation committee of the House of Representatives had been ordered to investigate the same. I deem it, therefore, my duty, in justice to myself, to briefly reply to some of the allegations in said letter, and respectfully to request that the reply be filed in your Department.

The allegations of fraud relate principally to contracts entered into for beef and flour, and the transportation of Indian goods to points on the Missouri river, principally for the Sioux of Dakota. The charges are very general and cannot, therefore, be answered as specifically as might be desired.

To a proper and fair understanding of the action of this office in entering into contracts for beef and flour, it is necessary to explain that an arrangement existed with the commissary branch of the Army to feed Indians—the Sioux of Dakota being included—until July 1, 1870, the same to be paid for out of the appropriation of April 10, 1869, of two millions of dollars, "to enable the President to maintain the peace among and with the various tribes, bands, and parties of Indians, and to promote civilization among said Indians; bring them, where practicable, upon reservations; relieve their necessities, and encourage their efforts at self-support." The Sioux of Dakota, the southern Cheyennes and Arapahoes, and the Kiowas and Comanches, whom the peace commission of 1867 had located about agencies they had established, received most of the benefit of this arrangement. All familiar with Indian affairs will admit that these tribes of Indians are among the wildest and most warlike of the remaining Indians of the United States. The inducements held out to them to cease their warfare against the citizens of the United States and settle upon reservations, was, that they should be clothed and fed, and ultimately taught the useful arts pertaining to civilized life. A large portion of these Indians had been thus located and fed and clothed for more than eighteen months previous to July 1, 1870; and during that time a comparative peace had been maintained along the western frontier. It was known and admitted by all who had dealings with them, that it was only the food and clothing that kept them about the agencies, and it was the unceasing apprehension of all that the moment their supplies ceased they would abandon their agencies, and at once resume their nomadic habits, taking from citizens whatever property they might fancy, and inaugurating a war, if deemed to their advantage. In the month of June last but little prospect existed of passing the Indian appropriation bill before the 1st of July, at which time the arrangement with the Commissary Department was to terminate.

In May and June, 1870, Red Cloud, Spotted Tail, and other Sioux visited Washington to secure a better understanding with the authorities of the United States respecting their future. They were assured that if they staid upon their reservations and remained at peace they would be fed and clothed. The Indians then complained that they had not been either well fed or sufficiently clothed. No positive promise upon any matter presented by them was made on behalf of the Indian Office, as everything depended upon the action of Congress on the Indian appropriation bill then pending in that body.

The fact was patent to the Indian Office, and all familiar with our relations to the Indians above named, that unless something was done to continue their subsistence after the 1st of July, they would very soon thereafter abandon the agencies around which they had located, return to the plains, and again commence their predatory habits. The Indian agents then in Washington stated positively that in case of failure to continue the supplies the Indians would commence depredating, and perhaps inaugurate a general Indian war. Such a result was not to be desired. The large expenditures of money and labor which had resulted in producing a comparative peace and safety along most of the Indian frontier was not to be recklessly thrown away. The Indian Office felt that the country demanded that peace should continue to exist, and that the horrors attendant upon an Indian war should be averted. There was but one sentiment respecting Indian affairs, and that was the continuance of peace. To obtain subsistence for the Sioux alone required time. Their treaty stipulated certain supplies for them, and they demanded it in person as well as through their agents. (The treaties with the southern Cheyennes and Arapahoes, and the Kiowas and Comanches, embrace no stipulation of subsistence for them, and is a serious oversight, as without it peace cannot long be maintained.) Up to June 15, 1870, no Indian appropriations had passed, and deeming it of the utmost importance that immediate steps should be taken to keep up the Indian supplies, I looked about to find some responsible party who could furnish the necessary supplies within a limited time and take the risks

of appropriations being made to pay for the same. Among the many persons who were either recommended by friends or applied in person to do the required work, I selected Mr. Bosler. I had no particular personal knowledge of him, but he was represented to me as having at different times supplied the Army posts on the Missouri, had also had some dealings with the peace commission in the matter of furnishing supplies for them during their negotiations with the Indians, and was generally familiar with every difficulty to be overcome in contracting on the Missouri River. The manner in which he executed his contract fully justifies the confidence the office placed in him. An abundance of good provisions was soon supplied, the Indians did not abandon the agencies, and an apprehended expensive Indian war was averted. But it is alleged that the prices paid for beef and flour were too high. To this I can only say that, with the information the office then possessed, it did not seem extravagant. Preceding July 1, 1869, General Harney, acting under the sanction of the peace commission, paid for beef, 7.90 cents per pound, gross weight, for feeding these same Indians. The same commission paid six cents at Fort Laramie. I was also credibly informed that the Commissary Department were paying 5 cents for beef at Fort Randall, 5.90 at Fort Rice, and had at times paid as high as seven cents per pound at the latter place. Five cents had been paid for beef in Sioux City, and in 1869 the Commissary Department, under its arrangement with the Indian Office, was getting beef for 4.44 cents.

In 1867, the peace commission paid for flour \$6 per 100 pounds; in 1868, Indian Commissioner Taylor paid \$6 50 per 100 pounds, delivered at the Pouca and Yankton agencies; \$9 at Crow Creek; \$11 at Fort Sniley, (near which the Cheyenne agency is now located,) and \$12 50 at Fort Rice, (near which is the Grand River agency.) Superintendent S. M. Janney has paid during the past summer, for use at the Santee agency, \$3 35 per 100 pounds. General Harney, while in charge of these Indians, had paid 5½ cents for flour delivered in Sioux City, and 11 cents delivered at the Whetstone agency. I was also informed that the Commissary Department was paying for its flour, during the past summer, \$3 35 per 100 pounds, or thereabouts. No arrangement beyond July 1, 1870, could be made with the Commissary Department for feeding the Indians. They would make no agreement until assured by an appropriation by Congress in bulk, which the result shows did not occur. Hence it was evident that there was an emergency demanding not only immediate action, but action which would not properly be subject to the rule of ordinary purchases or contracts, because the time within which a large amount of beef and flour must be delivered at points remote from the depots of supply was very short—less than a month—and a large amount of capital, some \$300,000, must be risked upon the contingency of a future appropriation, an investment which would not be made at any rate by a majority of those governed by the regular rules of trade; and while other contracts and purchases in the same locality are presented as giving a scale of prices, (and this purchase is submitted without hesitation to their test,) it should be borne in mind that they were made in the main when there were funds in the hands of the parties contracting, or applicable for their payment. Such being my general information and impressions at the time, in arranging terms with Mr. Bosler, I felt confident that the bargain was not a bad one. As before stated, he promptly executed his work. No fault has ever been found by the Indians with the quality of the supplies he furnished, or that the quantity was deficient, except in the weight of beef at the Cheyenne agency, referred to in said letter. The papers show that at this time the agency scales were out of repair, that every precaution was then taken, in the manner practiced at frontier posts, to get at a correct average weight of the cattle, and experts were called in from Fort Sully to assist in the matter. There was no suspicion of fraud in the manner of arriving at the weight, and the contractor had a right to expect pay for weights thus agreed on.

Respecting the transportation, to which reference is also made as being high, and therefore conclusive of fraud, I reply that nearly all the Indian freight, consisting of annuity goods and some other supplies, reached Sioux City in October, at a time when navigation on the Upper Missouri had nearly ceased on account of low water and the near approach of cold weather, and I made the very best terms I could with the most responsible parties running boats on the upper river to insure the certain delivery of the Indian freight. The prices paid, in my judgment, were reasonable, and will compare favorably with what has been paid in former years and that paid by the Army for the fall months of the present year. It must be borne in mind that the season was late; all Indian freight was bound to be taken up to their respective destinations, or endless trouble would be the result of failure, and water transportation was cheaper than by land, though both were high.

Respecting the allegation made that Captain Poole, then agent at the Whetstone agency, refused to receive the cattle because he had an abundant supply on hand, and yet was ordered by the Commissioner of Indian Affairs to receive the cattle, I reply, that no one was more urgent than Captain Poole, while in Washington with Spotted Tail and his party, that there should be no interregnum of supplies at his agency. He repeatedly stated that he should be out of everything after July 1, and his representations had certainly much weight in controlling the action of the Indian Office at this

time, he having but recently left his agency. Upon returning, he repeated his requests by telegraph from Sioux City, saying that he should be out of subsistence for his people on or about the 10th of July. On the same day he was notified that the Department had made definite arrangements to supply him as well as the other agencies on the Missouri River; yet a few days after he telegraphs that he had an abundance of cattle, which it seems he had received from the commissary contractor, but of which this office had no notice or information, and when, therefore, those contracted for by the office reached there he declined to receive them.

Having already, acting upon the information of Captain Poole and other agents, contracted as stated, the office could not legally recede, and therefore ordered him to receive the cattle, and sent letters to the other agents to do the same. The information upon which the office acted was in all cases positive, that supplies were getting short.

Respecting the allegation that the board of Indian commissioners were not consulted in the purchases made of beef and flour, I have only to say that the act authorizing such consultation and inspection passed on the 15th of July, 1870, while the contract complained of was made June 17, 1870, nearly one month preceding the passage of the act.

Respecting the enormous profits made by the contractors, I can say that I know nothing about it. They will probably be called by the committee of the House charged with the investigation of this matter to reveal the prices paid by them to execute their contracts and the profits they made.

In conclusion, I desire to express a conviction which has forced itself upon my mind that these gratuitous charges upon the Indian Office is but a determination to carry out certain theories put forth by Mr. Welsh in 1869. It will be recollected that in April, 1869, President Grant appointed Mr. Welsh as one of the Indian commissioners authorized to be appointed under the act of Congress of April 10, 1869. He then claimed that the expenditure of all Indian appropriations was also intended to be placed in the hands of said commission. To this proposition the Hon. J. D. Cox, then Secretary of the Interior, and myself dissented, and in which we were sustained by the President. He then resigned from the commission and has since labored as a voluntary agent, keeping, it seems, a watchful eye upon the transactions of the Indian Office, with a view to detecting irregularities and exposing them, and thereby taking from it the management of the Indian funds. The determination of the President to call in the religious element of the country to aid him in the management of Indian affairs, and the Episcopal Society, of which I understand Mr. Welsh is a prominent member, having had assigned to them most of the Dakota district as their special field of labor, has opened the most plausible pretext to renew the attempt of 1869, at least so far as that society has acquired jurisdiction in Dakota, notwithstanding the Indian Office has maintained the peace and kept the Indians comparatively quiet there and elsewhere. I will not assert that he and his associates or any other religious organization are not as competent to manage and disburse Indian funds as the Indian Bureau, but there being at present no law authorizing such a course the Bureau is bound to repel all such attempts. Since the accession of President Grant to the office of Chief Executive of the Nation, the Indian Bureau has been conducted solely and wholly with a view to the maintenance of peace, and the avoidance of expensive and horrible Indian wars, the amelioration of their condition, and their advancement in civilization.

I also think it proper to remark, that during the past and preceding year, the communications from Mr. Welsh, relative to Indian affairs, have not always been couched in those terms which might be expected from one not authorized to dictate or control; but as there was a probability that his motive was a desire to promote the welfare of the Indians, his wishes have, as far as the same were practicable and not incompatible with existing laws, been complied with.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

Hon. C. DELANO,
Secretary of the Interior.

PHILADELPHIA, January 9, 1871.

SIR: Your official note informs me that the Committee on Appropriations of the House of Representatives (of the sub-committee of which you are chairman) is charged with the investigation of certain irregular and unlawful conduct of the Commissioner of Indian Affairs, referred to in my letter to the Hon. Secretary of the Interior.

Although I did not suggest an examination by the House of Representatives, yet I will not shrink from a duty imposed upon me as a citizen of the United States, and therefore have arranged the statements of misconduct under the following heads, to enable your committee to make a thorough examination without loss of time, and also to enable the Commissioner of Indian Affairs to prepare specific answers.

You ask the names of witnesses I desire to have summoned. As the documentary testimony in the Indian Office, and with the Second Auditor, Commissary General, and Quartermaster General, will present the case fully, I do not desire to have witnesses sent for, but it may become necessary in the course of investigation.

Yours, very respectfully,

WM. WELSH.

Hon. A. A. SARGENT,
Chairman, &c., Washington, D. C.

Statement of misconduct in the Indian Office.

First.—Extensive purchases of cattle, flour, groceries, &c., by private contract, about June 17, August 10, 1870, and at other times, in direct violation of a law of the United States, which requires such supplies to be advertised for in the public newspapers before purchases are made.

Second.—Large purchases made nearly a month before the passage of the appropriation bill, and therefore without warrant of law, and to an extent not warranted by any exigency—the payments to one individual alone amounting to more than three hundred and thirty-five thousand dollars. The letters of June 18, 1870, from the Indian Office to Agent Poole and others, show conclusively that there was no exigency requiring large purchases, as one-third of the cattle were to be delivered about July 15, one-third August 1, and one-third September 1, 1870.

Third.—A violation of the appropriation bill passed July 15, 1870; section 3 making it the express duty of the Commissioner of Indian Affairs to consult the board of commissioners in making purchases of all goods to be paid for under said appropriation bill; large purchases of beef, flour, &c., having been made without the knowledge of said board of commissioners.

Fourth.—Section 3 of said appropriation bill makes it the duty of the board of Indian commissioners "to supervise all expenditures of money appropriated for the benefit of Indians in the United States, and to inspect all goods purchased for said Indians, in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commission," &c. This well-defined duty imposed on the Commissioner of Indian Affairs was only complied with in the supervision and inspection of dry goods, and wholly neglected in other and far more extensive and important expenditures of money.

Fifth.—Culpable neglect in not ascertaining by telegraph or otherwise how much beef and other supplies were likely to be furnished by contractors under the Commissary Department before making large purchases of beef, &c., as per contracts of June 17 and August 10, 1870.

Sixth.—Exorbitant prices paid for provisions about June 17 and August 10; six and one-half cents per pound being the contract price for Texas cattle on the hoof, to be received and receipted for by the agent immediately on the arrival of the herd. The Commissary Department was at that time supplying the agencies at 4.45 cents per pound, and a contract, when properly advertised, was subsequently made by the Indian Department at 3.88 cents per pound. In both cases the contractor was bound to keep the cattle at his own expense and risk, deliverable as required by the agent from time to time during the period of nine months. The contractor for the cattle at 6½ cents is also a partner in the contract at 3.88 cents. He and others in the cattle business admit that the cost and risk of keeping Texas oxen in that stormy region and near hostile Indians, for delivery as needed, exceeds 1½ cent per pound, which deducted from the 4.45 and 3.88 make the purchase at 6½ cents for prompt delivery equal to an advance of 100 per cent. on the commissary's contract, and 150 per cent. on the contract made by the Indian Office in pursuance of law after proper public advertisement. I was credibly informed, and believe, that the cattle delivered in November at 6½ cents a pound cost but 2¼ cents at some reservations, 2.85 cents at others, and 3 cents at the most remote. I am offered oxen in full supply for the next season at 2½ cents a pound, delivered on the banks of the Missouri River from June 15 to July 1, although the price of cattle has materially advanced in Texas since last spring. The best of the cattle, say 4,000 head, of the 3.88 cents contract, cost 3 cents a pound, because they were bought so late that they could not reach Grand River before the close of November. I was credibly informed, and believe, between two and three thousand cattle under the same contract were very inferior to the others, and that some of them cost 2½ cents a pound, or less.

Seventh.—The following wrongful and censurable instructions to agents, dated Indian Office, June 18, 1870: "If the quantity of any or all of the articles delivered should vary from the foregoing, either more or less, it will make no particular difference. You will give Mr. Bosler proper receipts for all the supplies furnished by him at the time of the delivery." "The foregoing instructions" notified the agents at Whetstone that one-third of the cattle would be delivered, each, about July 15, August 1, and September 1,

1870. Mr. Bosler notified the agent that he would thrust upon him about one thousand cattle by July 20. The agent remonstrated, as he had then nearly three months' supply on hand. A telegram from the honorable Commissioner of Indian Affairs, dated July 20, 1870, compelled him to receive from J. W. Bosler all the cattle he brought, say 839 head, in addition to the 1,200 already on hand at the agency. The agent reports that these additional cattle will cost him \$600 per month for herders, in addition to the cost of their rations, and that he apprehended a large loss to the Government from stampeding and other casualties. As these letters of instructions show that the contractor might deliver in July, August, and September, a plea that the contract for supplies was made to meet an exigency has no foundation in fact; and the reason for this *very peculiar clause* became manifest on this, and especially on subsequent occasions, for deliveries of 6½-cent cattle were made in November, and attempts were made in the same month to force 7,000 additional oxen on the agents, contrary to contract.

Eighth.—The neglect to advertise for proposals to furnish cattle, immediately after the passage of the appropriation bill, July 15, is not only culpable, but seems to be something worse, when coupled with the fact that additional cattle, to the extent of more than \$155,000, were purchased privately on or about August 20, and were allowed to be delivered as late as November 14, when, under the advertised contract, cattle were to be ready for delivery as early as the 15th of October, at 3.88 cents a pound.

Ninth.—Neglect in not notifying the Second Auditor of the receipt of a notification from Agent Randall, of Cheyenne, that his sub-agent had receipted for Texas cattle at twelve hundred pounds, instead of nine hundred and thirty-eight pounds, the actual weight, &c. Also, culpable remissness in paying large sums of money on vouchers from irresponsible persons, not officially known to the Department, said vouchers not giving the number of the cattle, or stating whether they had been weighed or estimated, and by whom, or, in the case of net weight of beef, whether the oxen had been killed, or how the estimate had been made.

Tenth.—Neglect in not sending a copy of the contract of September 17 to the various agents, as had been done with the private Bosler contract. The instructions of June 18, to receive without restriction, had not been revoked, but had been strengthened by the telegram of July 20, from Commissioner Parker, ordering Captain Poole to receive without limit. That there was collusion in an attempt to defraud the Government, is more than probable from the following reasons: 1. J. W. Bosler, the contractor at 6½ cents, is also a partner in the contract of September 17, at 3.88 cents, and he avers that Governor Carney, the representative of another ring, or combination of bidders, offered \$40,000 if the bid of 3.88 was withdrawn. 2. A nine months' supply of oxen, say nearly 7,000 cattle, would not have been driven to the Missouri region in November if the contractors had expected to be held to their bargain. 3. No preparations were made by the contractors to keep the cattle, or to kill them and freeze the beef. That is, no hay was provided, no horses purchased, no herders hired, and no houses erected for protecting frozen beef. 4. A partially successful attempt was made by the contractors, or their agents, to force these cattle on the Indian agents; and they would have been largely, or perhaps wholly successful, if I had not, when in Washington, demanded to see the contract, and was therefore prepared to caution the Indian agents. Before I reached Crow Creek some 400 of these cattle had been forced on an agent who had already resigned. He averred that he had given a temporary receipt under false representations. These new cattle caused his whole herd to stampede.

Eleventh.—Wastefulness of the public money in purchasing other articles, all from the same favored contractor; say bacon, (with the rib bones,) at 25 cents per pound; coffee at 28 cents per pound; common sugar, made from molasses, at 18 cents per pound; inferior tobacco at 85 cents per pound, and flour at 6½ cents per pound, delivered at the agencies. Also, in buying from the same person, a resident in Pennsylvania, 25,000 ninety-eight-pound sacks of second-quality flour, at \$3 50 a sack, delivered at Sioux City, where the market price was \$2 20, purchasing all privately from one person instead of advertising according to law, and not allowing bids of one thousand sacks or more, that persons living near the reservation might find a market for their products and manufactures. Wheat could have been contracted for at from 1 to 1½ cent per pound, and a more nutritious diet manufactured on the reservation, with existing machinery, at less than half the cost of the flour furnished.

Twelfth.—Exorbitant rates paid for freight up the Missouri River, by not encouraging or allowing competition.

Thirteenth.—Grievous wrong to the Indian service by allowing peculiar facilities to a superintendent or superintendents, agent or agents, having strong political friends, by which the Government has been defrauded or the welfare of the Indians retarded.

WM. WELSH.

PHILADELPHIA, January 9, 1871.

WASHINGTON, D. C., January 13, 1871.

DEAR SIR: I have the honor to acknowledge the receipt of your communication dated January 11, 1871, in which, by instructions of the Committee on Appropriations of the House of Representatives, you forward me, inclosed, a copy of a communication of William Welsh, esq., dated Philadelphia, January 9, 1871, and stating that you will receive any reply that I may be pleased to make.

I do not understand, from your communication, that I am personally or officially called upon to answer before your committee for any misconduct in office, or that, beyond the accusations contained in the letter of Mr. Welsh and matters connected therewith, there is anything pertaining to my administration, as Commissioner of Indian Affairs, into which you propose an investigation. I address myself, therefore, at once to the charges made by Mr. Welsh.

First. That I made extensive purchases of cattle, flour, groceries, &c., about June 17 and August 20, 1870, and at other times, in violation of law, I deny.

Second. That I made large purchases a month before the passage of the appropriation bill (of July last, I suppose he means) without warrant of law, and not warranted by any exigency, I deny.

Third. That I made purchases, in violation of section 3, appropriation act, approved July 15, 1870, I deny.

Fourth. That I violated said section 3, by reason of matters contained in said charge, I deny.

Fifth. That there was any culpable neglect, on my part, in not ascertaining the quantity of supplies likely to be furnished by the Commissary Department, before making purchases June 17 and August 20, 1870, I deny.

Sixth. As to many of the allegations in charge sixth I have no knowledge. That I purchased beef cattle in July and August, 1870, at prices greater than subsequently paid for beef cattle delivered under contract is true. But my action in the matter was based upon the necessities and circumstances then surrounding me, which I will fully explain to the committee if it is desired.

Seventh. That I issued any wrongful and censurable instructions to agents, relative to receiving supplies in July or August, 1870, or at any other time, as alleged, I deny. My instructions are to be found in the Office of Indian Affairs, and will be furnished, together with any explanation your committee may require.

Eighth. That I was guilty, as charged, of any culpable neglect in the matter of advertising for proposals after the passage of the appropriation bill of July 15, 1870, I deny. As to purchases subsequently to the passage of the act I will make full answer whenever informed by the committee that such answer is desired.

Ninth. That I was guilty of culpable neglect and remissness, in failing to give proper notice to the Second Auditor in any matter whatever, or that I was so guilty in paying vouchers of any character, as charged, I deny.

Tenth. That I was guilty of neglect in not sending a copy of the contract of September 17, 1870, to the various agents, as had been done with the contract of J. W. Bosler, or that there was any collusion between Mr. Bosler and myself, I deny. Whether "there was collusion in an attempt to defraud the Government" between persons other than myself, as is by Mr. Welsh asserted to be probable for reasons stated by him, I know not. But that I had knowledge of any such collusion or had ought to do with it, if such attempt was made, I deny.

Eleventh. That I was guilty of "wastefulness of the public money in purchasing other articles from Mr. Bosler," as alleged by Mr. Welsh, I deny. That I should have provided cracked wheat for the Indians instead of flour is a matter of policy, in supplying these people, about which there may be honest difference of opinion, and I suppose I need suggest nothing further in reply to the charge that I preferred to furnish flour.

Twelfth. That "I paid exorbitant rates for freights up the Missouri River by not encouraging or allowing competition," I deny.

Thirteenth. That I was guilty of "grievous wrong to the Indian service by allowing peculiar facilities to a superintendent or superintendents, agent or agents, having strong political friends, by which the Government has been defrauded or the welfare of the Indian retarded," I deny.

Your committee will observe, upon reading the charges numbered from one to thirteen inclusive, that, in some cases, they contain statements of facts of which I can have no knowledge; that they abound in inferences of the person making them which do not necessarily follow from the facts themselves; that they cover a wide range of inquiry, not only into particular transactions, but the general policy of the Indian Office; that they are often vague and uncertain in allegations of facts, but of this I care little. There are substantial averments which concern me personally and officially, and all such I stand ready to answer.

Your committee now have the charges and my reply.

I suppose the just and proper course in such investigations will be pursued, and that the accuser will be called upon to make good his charges.

To the extent of all knowledge in my possession I offer my assistance.

I only ask to be permitted to be present when witnesses are called and have the privilege of cross-examination; to be furnished with a copy of the evidence, if consistent with your rules of procedure, and to be permitted to call witnesses myself to explain any matter deemed important where witnesses may be necessary.

I have the honor to be your obedient servant,

E. S. PARKER.

Hon. A. A. SARGENT,

Chairman Sub-Committee, &c., House of Representatives.

EXECUTIVE OFFICE, YANCTON, DAKOTA TERRITORY,
April 16, 1870.

SIR: I have the honor to inclose herewith a communication from Brevet Major George M. Randall, Indian agent, dated the 9th instant, reporting that six thousand five hundred Indians are now at the Cheyenne agency, and asking to have furnished, with as little delay as possible, one month's supply of sugar, coffee, and bacon for their subsistence until June 30.

Very respectfully, your obedient servant,

J. M. MORTON,
Secretary

Hon. E. S. PARKER,

Commissioner Indian Affairs, Washington, D. C.

CHEYENNE AGENCY, DAKOTA TERRITORY,
April 9, 1870.

SIR: I have the honor to state that I am at present subsisting six thousand five hundred Indians at this agency, and, at the least calculation, three thousand more than was expected here for subsistence, and they are daily arriving. I most respectfully request that at least one month's supply of sugar, coffee, and bacou be sent here with the *least possible delay*, as the amount I have on hand will not last over forty days; with the quantity asked for and with what I have on hand will, in my opinion, be sufficient to subsist them until the 30th June.

I may state that the original weight of the bacon when received here was 121 pounds to the sack. It wasted to such an extent that I would not receive it from the acting commissary of subsistence, at its original weight, until determined on by a board of survey from Fort Sully, who weighed it and found that it averaged 107 pounds to the sack. Had the bacon held out at its original weight, in all probability I would have had sufficient to last until the 30th June.

I most urgently request that a sufficient quantity of sugar and coffee (green) be sent here to enable me to double the ration, in order to keep the hostile Indians as peaceable as possible while they remain here, as the present ration is entirely too small.

I am, sir, your obedient servant,

GEO. M. RANDALL,
Captain and Brevet Major U. S. A., Indian Agent.

Hon. JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs, Yanceton, D. T.

EXECUTIVE OFFICE, YANCTON, DAKOTA TERRITORY,
April 30, 1870.

SIR: I have the honor to inclose herewith a letter from agent J. A. Hearn, dated April 19, 1870, reporting amount of subsistence stores on hand at the Grand River agency.

Very respectfully, your obedient servant,

J. M. MARTIN, *Secretary.*

Hon. E. S. PARKER,

Commissioner of Indian Affairs, Washington, D. C.

INVESTIGATION INTO INDIAN AFFAIRS.

GRAND RIVER AGENCY, DAKOTA TERRITORY,
April 19, 1870.

SIR: I have the honor to inform you that the supply of coffee, sugar, and bacon at this agency will not last longer than the 15th of May, 1870; flour up to the 1st of July, 1870; corn and salt up to May, 1871.

I am, very respectfully, your obedient servant,

J. A. HEARN,
Captain and Brevet Major United States Army, Indian Agent.

P. S. Nearly 7,000 Indians are drawing rations at this place.

J. A. HEARN,
Brevet Major United States Army, Indian Agent.

Hon. JOHN A. BURBANK,
Governor and ex-officio Superintendent Indian Affairs, Yancion, D. T.

[By telegraph from Indianapolis.]

MAY 2, 1870.

Hon. E. S. PARKER, *Commissioner of Indian Affairs:*

Major Randall, Cheyenne agency, writes under date April 16th to send one month's supply of flour. Must be sent him for the same number of Indians as stated in his letter of 16th ultimo, with least practicable delay; also, if the Indians continue to arrive as they have for the past three weeks, his rations will not hold out for over twenty days.

JOHN A. BURBANK,
Governor and ex-officio Superintendent Indian Affairs.

OFFICE COMMISSARY GENERAL OF SUBSISTENCE,
Washington City, District of Columbia, May 27, 1870.

SIR: I would respectfully invite your attention to the following extract from a letter of May 17, 1870, from Brevet Captain W. H. French, jr., Indian agent at the Crow Creek agency, Dakota Territory, to Brevet Major General H. F. Clarke, acting commissary general of subsistence, viz: "I was instructed from the Indian Department to receive cattle from the contractor only as they are needed; this will leave about forty-eight head on his hands at the expiration of each month, which should be received by the department under the contract."

General Clarke states that "if the number of beef cattle provided to be delivered per month at Crow Creek agency should be offered by the contractor to June 30th next and not accepted, the contractor would have cause to complain, and would doubtless claim damages."

As the contract was made solely for cattle to be transferred to your department, I have to request that the Indian agents at Crow Creek, and other agencies on the Missouri River, at which the Subsistence Department is providing beef cattle, may be instructed to receive, on or before the 30th instant, all cattle due under the contract at their respective agencies.

Very respectfully, your obedient servant,

A. B. EATON,
Commissary General Subsistence.

Hon. E. S. PARKER,
Commissioner of Indian Affairs.

DEPARTMENT INTERIOR, OFFICE INDIAN AFFAIRS,
June 1, 1870.

SIR: I am in receipt of your letter of the 27th ultimo, relative to the beef cattle to be delivered at the Crow Creek agency, under contract made by your Department, and requesting that the agents at all the agencies on the Missouri River, at which the Subsistence Department is providing beef cattle, be instructed to receive, on or before the 30th instant, all the cattle due under the contract at their respective agencies. You are advised in reply that the necessary instructions have this day been issued to Governor Burbank, ex-officio superintendent of Indian affairs for Dakota, to direct said agents to receive all the cattle that, under the contract or contracts made by your Department, are to be delivered at their respective agencies, up to the end of the present month.

Very respectfully, your obedient servant,

E. S. PARKER, *Commissioner.*

General A. B. EATON,
Commissary General of Subsistence, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
June 1, 1870.

SIR: I am in receipt of a letter from commissary general of subsistence, dated the 27th ultimo, requesting, for reasons given by him, that the agents at all the agencies on the Missouri River, at which the Subsistence Department is providing beef cattle, be instructed to receive, on or before the 3d instant, all the cattle due at their respective agencies under the contract made by said Department.

As the contract referred to was made solely for beef cattle to be issued to Indians, in accordance with an arrangement made by this Bureau with the Subsistence Department, and as all the cattle agreed to be furnished under it will doubtless be required to feed the Indians at the different agencies in your superintendency where subsistence is now being delivered by said Department, you will please instruct the several agents to receive, before the 1st proximo, all the cattle agreed to be furnished by the terms of said contract at their respective agencies.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

HON. JOHN A. BURBANK,
Governor, &c., Yankton, Dakota Territory.

OFFICE ACTING COMMISSARY SUBSISTENCE,
WHETSTONE AGENCY, DAKOTA TERRITORY,
June 4, 1870.

COLONEL: I have the honor to transmit herewith requisition for supplies for five thousand Indians from July 1, 1870, (three months,) to be fed from this agency.

I would state that the Indian agent at this agency has requested that he be furnished with these supplies for the purpose of *maintaining peace* and keeping the Indians upon their reservation during that period.

Very respectfully, your obedient servant,

A. E. WOODSON,
First Lieutenant United States Army and Acting Commissary Subsistence.

Brevet Lieutenant Colonel T. C. SULLIVAN,
Supervising Commissary for Sioux Indians, Sioux City, Iowa.

A true copy:

C. McCLURE,
Brevet Major and Commissary Subsistence.

Requisition for subsistence supplies for the use of Indians at Whetstone Creek agency, Sioux Indian district, Dakota Territory, for ninety-two days, commencing on the 1st day of July, 1870, and ending on the 30th day of September, 1870.

	NUMBER—			POUNDS OF—						Remarks.
	To be supplied.	Of days.	Of rations.	Bacon.	Beef, (net.)	Flour.	Coffee.	Sugar.	Soap.	
Whetstone Creek agency, Dakota Territory.										
Indians	5,000	92	460,000	45,000	600,000	230,000	9,200	18,400	4,600	These stores are required to be at this agency before the 1st July, 1870.
No. of pounds needed for use				45,000	600,000	230,000	9,200	18,400	4,600	
No. of pounds that will be on hand July 1, 1870										
No. of pounds required for use				45,000	600,000	230,000	9,200	18,400	4,600	

A. E. WOODSON,
First Lieutenant and Acting Commissary Subsistence U. S. A.

A true copy:

CHAS. McCLURE,
Brevet Major and Commissary Subsistence.

INVESTIGATION INTO INDIAN AFFAIRS.

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
OFFICE CHIEF COMMISSARY OF SUBSISTENCE,
Chicago, Illinois, June 15, 1870.

GENERAL: Herewith I have the honor to inclose a requisition just received for subsistence supplies for use of Indians at Whetstone Creek agency, Dakota Territory, for three months, commencing July 1, 1870.

The requisition was not called for from this office, and under the instructions you have given me in relation to future subsistence supplies for Indians, it can receive no action here, and perhaps it should not be referred to your office; yet as no evil can result therefrom, I have thought it best to so refer it.

Very respectfully, your obedient servant,

H. F. CLARKE,
*Brevet Major General, Acting Commissary General Subsistence,
Chief Commissary Subsistence, Military Division Missouri.*

Brevet Major General A. B. EATON,
Commissary General Subsistence United States Army, Washington, D. C.

A true copy:

CHAS. MCCLURE,
Brevet Major and Commissary Subsistence.

OFFICE COMMISSARY GENERAL OF SUBSISTENCE,
Washington City, June 18, 1870.

SIR: I have the honor to submit to the Secretary of War, with the suggestion that it may be transmitted through the Secretary of the Interior to the Commissioner of Indian Affairs, a copy of a communication of the 15th instant, from Brevet Major General H. F. Clarke, assistant commissary general subsistence, chief commissary subsistence, Military Division of the Missouri, inclosing a copy of a letter of June 4, 1870, from the acting commissary of subsistence of the Whetstone Indian agency, Dakota Territory, accompanied by a requisition for subsistence supplies for the use of Indians at that agency from the same officer, who remarks in his letter that the "Indian agent requested these supplies," &c.

It is known to yourself, as also to the Secretary of the Interior and to the Commissioner of Indian Affairs, that it has been decided that the Subsistence Department shall complete its agency in the subsistence of the Indians referred to by ordering the transfer to the several Indian agents at the agencies on the Missouri River reservation all the subsistence supplies and property that have been accumulated at those several agencies, for issue thereat, for and within the current fiscal year, and that thus there was no provision or authority for the acting commissary at the Whetstone agency to take any steps for the further subsistence of those Indians. The Subsistence Department having completed its limited agency in that matter, the question of further supplies for those Indians is not one for the determination of the War Department.

I have the honor to be, very respectfully, your obedient servant,

A. B. EATON,
Commissary General Subsistence.

Hon. W. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT,
Washington City, June 18, 1870.

SIR: I have the honor to inclose herewith, in the absence of the Secretary of War, and by his direction, a copy of a requisition for 450,000 rations, drawn by the Indian commissary at the Whetstone Creek agency in Dakota Territory, upon the Subsistence Department of the Army, being the needed supplies for 5,000 Indians, from July, to September 30, 1870. As the existing arrangement for supplying rations to peaceful Indians is about to terminate, no action upon the requisition can be taken by this Department.

Very respectfully, your obedient servant,

E. D. TOWNSEND,
Adjutant General.

The Hon. SECRETARY OF THE INTERIOR.

EXECUTIVE OFFICE, YANKTON, DAKOTA TERRITORY,
June 17, 1870.

SIR: Believing that nothing should be left undone on the part of the Government to retain the good-will of the Yankton tribe of Indians, and keep them, as the great portion of them have been, the firm friends of the whites, as well as to be ready to organ-

ize them for our defense in case of an outbreak which we are at any time liable to have, I deemed it my duty to drop all other matters and go there in person, not only for the purpose of examining into the cause of the burning of the barn, stock, &c., but to make a personal examination into their affairs, and endeavor to find out if any portion of them were disposed to affiliate with hostile and disaffected Indians, who are using every means to render them discontented and induce them to withdraw their friendship from the whites.

I find that whenever any members of this tribe visit the Tetons, or they make a visit to the Yankton reservation, the friendly Indians are told that they are poor and often hungry; that the Government does not feed and clothe them as it does the hostile Indians, and that so long as they remain friendly to the whites they will be neglected and uncared for; that if they wish to live well and have all they want, they must join them, go on the war path, take all the white man has got, and flee to the Black Hills. When this is gone they can return for more; and when they get tired of this or find that it is better to prepare for winter, they can commit a few murders, and the Great Father will get scared and send commissioners to treat with them, who will be supplied with all they need and will send boat-loads of provisions and presents of goods. This, they urge, is much better and more honorable than to remain on a little piece of land and have to work, which they regard as a disgrace and not even reputable for squaws to do. There is no doubt that these hostile Indians exercise an influence over many of the Yanktons, and while the older and better Indians discountenance the efforts made to create disaffection, yet they feel that they are neglected, and they cannot understand that while they have treaty stipulations which are fulfilled to the letter, besides receiving a much larger amount than is actually due them in presents, the Government should at the same time take care of those who are not its friends, and who are not endeavoring to cultivate the soil or take any steps toward civilization.

Notwithstanding we have the friendship and good-will of the head-men, we are compelled to either feed this tribe or fight them, and to treat them fully as well as any tribe or band of Sioux, regardless of the amount we agreed to give them by treaty stipulation, or incur their hostility.

The moment we fail to do this we can depend upon an outbreak, and all will join in against us except a few old men who may remain as figure-heads.

By giving them a partial ration the present stock of subsistence will last until the first of July; and unless some means are taken to furnish them with another supply by the time this is gone, or to give them the assurance that a supply is coming, I am satisfied that it will be impossible to keep a large portion from leaving the reservation and joining the hostile Indians, which will, in my opinion, lead to the formation of small war parties to raid upon the unprotected settlers upon the borders of their reservations.

I verbally directed Major Goodhue to submit an estimate of subsistence to last for three or four months, which will be forwarded with proper suggestions as soon as received.

While on the reservation the trading house opposite Fort Randall was fired for the second time, but was fortunately again discovered in time to save it, with but a small loss to the building. At the same time the granary close by, belonging to the stage company, was burned to the ground. This, with the attempt to burn the store, as heretofore reported, and the loss of the barn, horses, &c., goes to show that there is a determination on the part of some one to continue burning property.

The chiefs in council state that they have made due inquiry and endeavored to find out who was destroying their property, but have failed to do so. They also state that they have a few bad men, who do not live among them but occasionally come there to visit their relatives, and that one of these men was on the reservation at the time the barn was destroyed.

They seem to be very much dissatisfied with the head farmer; charge that he refused to feed one of their chiefs when he was at his house; that he has pushed two of their young men and hurt them, and that they had great difficulty in preventing them from having revenge in their own way; also, that when there is work to do he has been giving it to white men instead of Indians. I deemed it best, however, not to order the head farmer discharged, as the crops are now growing, and a change should be avoided at this time unless a certainty existed that a man could be got who was perfectly familiar with the agency.

There are a great number of rumors flying up and down the river that the Indians are on the war path, and this agency being directly on the line of travel, there is hardly a day passes but that something new and startling is reported to have taken place. I find that the Indians as well as the whites are alarmed, and fear depredations will be committed, or, perhaps, an attack made.

The Indians seem to think that it is best for them to organize three parties to patrol their reservation; one at the east end in the vicinity of Choteau Creek, one at the west end nearly opposite Fort Randall, and the other to scout over the prairie back of the agency. The difficulty that I see in the way of their plan is that—

1st. We should have to furnish them with arms and ammunition.

2d. We should have to furnish them with rations in addition to what they are now receiving.

3d. If we expect them to perform this service they will soon demand pay for it.

They cannot understand why it is that the Government employs soldiers who are paid, while the same funds, clothing, &c., cannot be given to them.

There is no doubt as regards the duty of the Indian Department to see that the agencies are properly protected, and as a war party have already been seen watering their horses nearly opposite Fort Randall, and as the Yanktons have been threatened by the hostile Indians on account of their friendship to the whites, some steps should be taken toward their defense. If it can be so arranged that the Indians can be mustered as a police force, paid, and fed as our troops are, I should much prefer to see this course adopted. If not, I deem it my duty to recommend that a full company be stationed at this agency at the earliest moment possible.

There are so many wants of the Indians in this agency, so many calls for articles needed, so much that ought to be done, all of which calls for an outlay of money, that were I to enumerate the smallest portion you would think that I was not aware that there were but forty thousand dollars allowed by treaty stipulations.

There are certain things that we must have and expenses that we will have to create if we attempt to even make a show of carrying on the business of an agency, a few of which I will enumerate, leaving the balance for some other time:

A good portable mill must be furnished at the earliest moment possible, also a good threshing machine, with horse-power attached, and a suitable barn to replace the one destroyed.

The present store-house is about falling down, and will have to be underpinned with stone. A new roof is also required, together with other repairs; so that I am not prepared to say, at this time, whether it will be most advisable to build a new one or repair the old.

The present buildings for employes are almost uninhabitable; but economy demands that they shall be used as long as possible.

A number of these Indians are well pleased with the idea of having their land set apart to them, and now ask for agricultural implements. These should be furnished so far as they will take the proper care of them.

The present agent has had but little experience with Indians; but from what I can see I believe him to be a good man and that he will soon make a good and efficient agent.

Very respectfully, your obedient servant,

JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs.

Hon. E. S. PARKER,

Commissioner Indian Affairs, Washington, D. C.

EXECUTIVE OFFICE, YANKTON, DAKOTA TERRITORY,

June 18, 1870.

SIR: Herewith find inclosed monthly report of Brevet Major J. A. Hearn, of Grand River agency, for the month of May.

Allow me to call your attention to the statement that the flour, bacon, sugar, and coffee will last only till July 1. You are well aware that we must feed or fight the Indians in this superintendency, and by failing to have full supplies on hand we furnish the disaffected with an argument, or pretext at least, to compel those who are disposed to be friendly to join them.

I trust that you have the means at your command to send a full supply at once; but, if not, I hope that you may devise some means whereby subsistence can be kept on hand at this and all the other agencies.

Very respectfully, your obedient servant,

JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs.

Hon. E. S. PARKER,

Commissioner Indian Affairs, Washington, D. C.

GRAND RIVER AGENCY, DAKOTA TERRITORY,

June 2, 1870.

SIR: I have the honor to make the following report for the month of May, 1870:

The number of Indians at this agency is the same as stated in my last report—one thousand and twenty-eight (1,028) lodges. They are continually going out and coming in. I expect that by the end of this month one hundred lodges will leave here.

As soon as the remaining Indians will have received their annuities, a large number are going out in the interior on their usual summer hunt.

The conduct of the Indians is much the same as stated in my last report—re-remarkably good.

The supply of provisions on hand will hold out as follows: Flour, bacon, sugar, and coffee will last only to July 1, 1870.

I earnestly request that supplies be forwarded as soon as possible, as the department of the Indians deserves that the Government should promptly comply with the conditions of their treaty.

The chiefs are always anxious to hear any news concerning them, and wish to know when their annuities will be forthcoming, &c.

Companies A and F of the Seventeenth United States Infantry arrived here May 20, 1870, under command of Lieutenant Colonel Samuel B. Hayman. They are quartered on the agency for the time being.

Good feeling prevails between the Indians and troops, and I have no reason to believe that there is any danger of the Indians resuming hostilities against the Government.

Very respectfully, your obedient servant,

J. A. HEARN,

Captain and Brevet Major United States Army.

Hon. E. S. PARKER,

Commissioner of Indian Affairs, Washington, D. C.;

(Through Hon. J. A. Burbank, superintendent.)

EXECUTIVE OFFICE,

Yancton, Dakota Territory, July 4, 1870.

SIR: Herewith inclosed I have the honor to transmit letter of Brevet Major J. A. Hearn, of Grand River agency, dated June 18, relative to the supply of subsistence stores at that place. It is anticipated by your favor of the 27th ultimo.

Very respectfully, your obedient servant,

JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs.

Hon. E. S. PARKER,

Commissioner Indian Affairs, Washington, D. C.

GRAND RIVER AGENCY, DAKOTA TERRITORY,

July 1, 1870.

SIR: I have the honor to make the following report for the month of June, 1870:

The number of Indians located at this agency the past month was 1,006 lodges; they have behaved themselves remarkably well. We are entirely out of flour and bacon. Coffee and sugar will last until July 31, 1870, and corn until January, 1871.

Many Indians are dissatisfied, and think the Government is going to stop feeding and clothing them, as their supply of provisions for the coming year has not arrived, and they are living on corn and beef.

I respectfully request that supplies be forwarded as soon as possible, if they are not already on the way.

I am, very respectfully, your obedient servant,

J. A. HEARN,

Captain and Brevet Major U. S. A., Indian Agent.

Hon. E. S. PARKER,

Commissioner of Indian Affairs, Washington City, D. C.

(Through Hon. J. A. Burbank, superintendent.)

P. S.—Since writing the above, I have been informed that three young men, belonging to the "Onepapa" band of Sioux, have stolen eight animals, as follows, viz:

John B. Dillon, one (1) American horse and three (3) mules; Thomas Smith, one (1) mule; George Carny, one (1) Indian horse; Commissary Department U. S. A., two (2) American horses.

J. A. HEARN.

GRAND RIVER AGENCY,

Dakota Territory, June 18, 1870.

SIR: I have the honor to report that the supply of the following subsistence stores at this agency will not hold out longer than the dates annexed to them respectively:

Bacon, June 30, 1870; beef, June 30, 1870; flour, June 30, 1870; coffee, July 31, 1870; sugar, July 31, 1870; soap, July 31, 1870.

I will respectfully state, long prior to this date I have notified both the honorable Commissioner of Indian Affairs and your office of the quantity of subsistence stores on hand, and the dates on which my supplies would be expended, but as yet I have heard nothing concerning supplies for this agency for the coming year.

I earnestly request and recommend that supplies be purchased and forwarded for the use of the Indians at this agency. I will state as my reason for so doing, that I consider it my duty to say, that certainly it would be injustice on the part of the Government not to promptly comply with the conditions of their treaty, as the conduct of the Indians at this agency during the past winter and spring deserves that they should be promptly complied with.

Very respectfully, your obedient servant,

J. A. HEARN,

Captain and Brevet Major United States Army, Indian Agent.

Hon. JOHN A. BURBANK,

Governor and ex-officio Sup't Indian Affairs, Yankton, Dakota Territory.

EXECUTIVE OFFICE,

Yankton, Dakota Territory, July 6, 1870.

SIR: I have the honor to inclose herewith report of Captain D. C. Poole, United States Indian agent at Whetstone, Dakota Territory, for the month of June, 1870.

Would respectfully call your attention to the expressed wish of the Indians of that agency in regard to making a buffalo hunt.

Very respectfully, your obedient servant,

JOHN A. BURBANK,

Governor and ex-officio Superintendent of Indian Affairs.

Hon. E. S. PARKER,

Commissioner of Indian Affairs, Washington, D. C.

WHETSTONE AGENCY, DAKOTA TERRITORY,

July 4, 1870.

SIR: I have the honor to forward herewith reports of the condition of affairs at this agency at the end of June, 1870.

I returned with delegation of Sioux Indians from Washington, District of Columbia, June 24. The delegation has held council with their people, and have informed me that they (their people) are very much pleased with the result of their visit, and are now waiting for arrival of annuity goods; at the same time are very anxious to make a buffalo hunt, which the delegation understood they would be allowed to do, while in Washington, and word would be sent to the agency as to the time and manner of their going. Spotted Tail and other chiefs have requested me to ask the Department for its decision, expressing the hope that his people may be allowed to go, as they are much in need of skins and robes and other necessities which the buffalo supply to them. I have therefore again to request that their application be granted.

Spotted Tail and his people are also quite anxious to know when arrangements will be made to establish an agency for his people at the forks of the White River, as he understood while in Washington that steps would shortly be taken to that end.

I have receipted to the Commissary Department for about thirteen hundred head of beef cattle, which will last at present rate of issue nearly three months. The Indians are much pleased by knowing that these cattle are in hand for issue to them, as many were becoming uneasy, from being informed that the supply would run out at the end of the month of June. The supply of coffee and sugar has been exhausted, and I have borrowed from the commissary officer, (Colonel Whistler,) Fort Randall, a quantity sufficient to make next issue. As yet no stores have arrived to supply deficiencies, though I have been assured by the Department that they would be forwarded early in July.

All the corn planted by the Indians is doing well and gives promise of good yield.

The affairs of the agency generally are in a prospering condition.

Very respectfully, your obedient servant,

DE WITT C. POOLE,

Captain United States Army and Indian Agent.

Hon. JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs, Yankton, Dakota Territory.

EXECUTIVE OFFICE,
Yankton, Dakota Territory, September 10, 1870.

SIR: I have the honor to transmit herewith report of Captain J. A. Hearn, of Grand River agency, for the month of July, inclosing report of Dr. S. S. Turner upon vaccination.

Very respectfully, your obedient servant,

JOHN A. BURBANK,
Governor and ex-officio Superintendent Indian Affairs.

Hon. E. S. PARKER,
Commissioner Indian Affairs, Washington, D. C.

GRAND RIVER AGENCY, DAKOTA TERRITORY,
July 31, 1870.

SIR: I have the honor to make the following report for the month of July, 1870:

The number of Indians located at this agency during the month was 1,006 lodges. They have behaved themselves very well.

I received provisions on the 15th of July, and the Indians were very well pleased, as a great number supposed that the Government was going to stop feeding them. They are very anxious about their annuities; as they wish to start on their fall hunt to get some robes, to procure some little articles from the traders, that are not furnished by the Government.

The Indians at this agency are desirous of making a treaty of peace with the Gros Ventres and Rees, and wish the Sioux Indians located at the lower agency to join them, as the Two Kettles and Yankton Indians cause all the trouble.

I inclose herewith Dr. S. S. Turner's report on vaccination.

I am, very respectfully, your obedient servant,

J. A. HEARN,
Captain and Brevet Major United States Army, Indian Agent.

Hon. E. S. PARKER,
Commissioner of Indian Affairs, Washington, D. C.
(Through Hon. John A. Burbank, superintendent.)

EXECUTIVE OFFICE, YANKTON, DAKOTA TERRITORY,
June 11, 1870.

SIR: I have the honor to transmit herewith letter of Agent French, of Crow Creek agency, of June 7, stating that the supply of bacon was exhausted the last of March, and that he has but three weeks' issue of sugar and coffee.

Allow me to most respectfully request that you take the proper steps to have a supply of the articles named sent at the earliest moment possible.

Very respectfully, your obedient servant,

JOHN A. BURBANK,
Governor and ex-officio Superintendent of Indian Affairs.

Hon. E. S. PARKER,
Commissioner of Indian Affairs, Washington, D. C.

CROW CREEK AGENCY, D. T., June 7, 1870.

SIR: I have the honor to report that the supply of bacon for the agency was exhausted on the last of March, and that I have but three weeks' issues of sugar and coffee on hand.

The bacon is an indispensable article with the Indians, without which they cannot cook their flour, they having no baking powders, nor the means to purchase them with, and have to rely entirely upon grease to make their bread rise.

The Lower Yanktonais at this place will be left in a very destitute condition should Congress fail to make an appropriation for their support. There is no game on their side of the Missouri River, and were they to hunt upon the territory of the Teton Sioux, they would be massacred by the hostile Indians.

Very respectfully, your obedient servant,

WM. H. FRENCH, JR.,
First Lieutenant and Brevet Captain U. S. A., U. S. Indian Agent.

Hon. JOHN A. BURBANK,
Governor and ex-officio Sup't Indian Affairs, Dakota Territory.

EXECUTIVE OFFICE, YANKTON, DAKOTA TERRITORY,

June 27, 1870.

SIR: On last evening I returned from a visit to the Ponca agency, where I found affairs, on the whole, in better condition than they were at this time last year. These Indians are decidedly a peaceful people, and seem more disposed to work and adopt the customs of the whites than their neighbors, the Sioux of Dakota.

A commencement has been made in the right direction by encouraging the leaders and the further advanced in civilization to commence erecting log houses, which has resulted in twenty being built in the last year, the Indians performing all the labor, except the carpenter work, while in each one that I visited I found a cooking stove, which the owner had purchased by saving the price from the annuity, or selling a pony for this purpose. I was very much gratified while visiting the school under charge of Mr. Reed, to find in attendance seventeen boys and six girls who were rapidly advancing, all having learned the letters and being able to pronounce them distinctly in our language, while several were much further advanced. I am told that not one of those present could speak our language before the school was started last winter.

The crops put in by the Indians look remarkably well, taking into consideration the dry weather that we are now having. Should we have rain in this vicinity soon, they must derive material advantage from them the coming winter. The agent informs me that he has twenty-five acres of wheat, and the Indians have nine acres. That belonging to the agency looks well and bids fair to be a good crop. In addition to this there are about twenty acres of sod corn put in for the purpose of feeding agency teams. I doubt, however, this amounting to much.

The Omahas and Pawnees sent word to the Poncas a short time since that they were going on a hunt, and, having a prospect of finding buffaloes on the Platte, the greater portion decided to go, as they were entirely out of meat of any description, leaving but a small number of their people at home.

The old people soon learned of my being at the agency, and came to see me. Some were blind, others lame; while they stated that they were hungry, and begged so piteously for something to eat, that it was really painful to be compelled to listen to their appeals. The morning before leaving, I saw a number of the old people who had got together out on the prairie with their cooking utensils, preparatory to cooking a meal, and in such a place that they knew I could not avoid seeing them. The eldest woman of the party commenced singing in a pitiful strain, and then praying to the Great Spirit to take pity upon them, and send them something to eat. The sight was so affecting that no one witnessing it could have refused to give them any assistance in his power.

When at Washington, last winter, I called your attention to these people, and verbally urged you to ask Congress to provide for them. I now have to lay their actual condition before you, trusting that you can and will devise some means to have this little tribe properly cared for. They are surely the friends of the Government, and are surrounded by enemies, who watch them so closely that they endanger their lives if they go on the bluffs, back of the Missouri bottom. Consequently they are cut off from all kinds of game, except when they are occasionally so fortunate as to obtain permission to join in with the tribes who are friendly toward them, and go on a hunt. Unless subsisted by the Government during the coming winter, they must starve.

The whole annuities appropriated for the coming year, including pay of employes and all other expenses of the agency for the fiscal year ending June 30, 1871, will not, if I am correctly informed, exceed \$17,500, which is not sufficient for the purpose intended, and not one dollar of which can be spared for provisions, if we expect these Indians to continue making the progress toward self-support which they are now doing.

There are, in round numbers, seven hundred and fifty persons belonging to this tribe, who, if subsisted as the same number are elsewhere, would require 273,750 rations. Presuming that their crop will be a full one, I believe that if the closest economy is used, we can get along until June 30, 1871, with 100,000 rations, which I would recommend to consist as follows:

1 pound flour; 1 pound beef; $\frac{1}{4}$ pound bacon every fourth issue, in lieu of beef; $1\frac{1}{2}$ pounds corn every fifteenth issue, in lieu of flour; 4 pounds coffee to the 100 rations; 6 pounds sugar to the 100 rations; 2 pounds salt to the 100 rations; 2 pounds soda to the 100 rations.

These supplies should commence arriving at the agency not later than August 1, at which time the tribe will have returned from their hunt. Much labor and expense were occasioned last year by sending the subsistence supplies to the Yankton agency, which required them to be hauled down stream fifteen miles, besides the additional difficulty of crossing the river. The Yanktons were very much dissatisfied, as they believed the rations sent there were intended for them, and even went so far as to

charge that they were being stolen from them, and to say that they should not be taken away. I have, therefore, to recommend that hereafter supplies be shipped direct to the Ponca agency.

Very respectfully, your obedient servant,

JOHN A. BURBANK,
Governor and ex-officio Superintendent of Indian Affairs.

EXECUTIVE OFFICE, YANKTON, DAKOTA TERRITORY,
July 27, 1870.

SIR: I have the honor to respectfully request information as to the action taken by the Department relative to my letter of June 27, asking that certain subsistence stores be furnished the Ponca agency.

Very respectfully, your obedient servant,

JOHN A. BURBANK,
Governor and ex-officio Superintendent of Indian Affairs.

Hon. E. S. PARKER,
Commissioner of Indian Affairs, Washington, D. C.

EXECUTIVE OFFICE, YANKTON, DAKOTA TERRITORY,
June 18, 1870.

SIR: In transmitting the inclosed letter of Major Goodhue, of Yankton agency, containing an estimate for subsistence for the Yankton Indians for four months, commencing July 1, I most respectfully direct your attention to my remarks upon this subject contained in letter of 17th instant, and to urge that proper steps be taken to have the subsistence furnished, so that a supply may be there by the 1st of July.

Very respectfully, your obedient servant,

JOHN A. BURBANK,
Governor and ex-officio Superintendent of Indian Affairs.

Hon. E. S. PARKER,
Commissioner of Indian Affairs, Washington, D. C.

YANKTON AGENCY, DAKOTA TERRITORY,
June 15, 1870.

SIR: I have the honor to herewith submit an estimate for rations required for use of Yankton tribe of Indians, numbering 2,000 souls, for the months of July, August, September, and October, 1870, being for the period of 123 days:

Flour, 123,000 pounds, at 4 cents per pound.....	\$4, 920 00
Beef, 214,000 pounds, at 10 cents per pound net.....	21, 400 00
Bacon, 24,000 pounds, at 21 cents per pound.....	5, 040 00
Corn, 61,500 pounds, at 2 cents per pound.....	1, 230 00
Sugar, 9,840 pounds, at 13 cents per pound.....	1, 279 20
Coffee, 4,920 pounds, at 23 cents per pound.....	1, 131 60
Soap, 2,460 pounds, at 8 cents per pound.....	196 80

In making the above estimate, I have been governed in fixing the cost by the ruling rates in the towns along the Missouri River. I cannot too strongly urge upon the Department the importance of making provisions for the Indians of this agency, commencing with the month of July. All the rations provided for them under contract of last year will have been consumed by that time, and in my judgment if the Department should cease to feed them at this time, the Indians will scatter, many of them joining the disaffected Sioux, who are now committing depredations along the line of the Union Pacific Railroad. The Indians of the upper agencies are constantly taunting the Yanktons with a statement of the fact that they, (the Yanktons,) who are peaceable and friendly to the whites, have never received the presents and provisions from the Government that they, the hostile and unfriendly ones, have. If the Government should feed the Indians of the Whetstone, Cheyenne, Crow Creek, and Grand River agencies during the coming year, and withhold supplies from the Yanktons, it will result in the disintegration of the tribe, and have a strong tendency to alienate the friendly feeling now existing toward the Government. And if perchance there should be an uprising of the Sioux Nation this year, the Yanktons, smarting under what they deem the neglect of the Government, would in all probability join the hostiles. It is of the first importance,

in view of the past and present efforts to advance these Indians in civilization, to pursue a policy that will induce them to remain contentedly on their reservation. If they become scattered and disaffected, in a very short time they will relapse into the same degree of wildness and barbarism that now characterizes their brothers of the Upper Missouri.

In view of these facts I would earnestly invite the attention of the Hon. Commissioner of Indian Affairs to the importance of making ample provision for subsisting the Yankton Indians. According to an estimate of my predecessor, there are about 500 acres of corn and 190 acres of wheat planted on the reservation this year for the Indians. If the crops turn out well, I have no doubt there will be a sufficiency of breadstuff to last them through the winter, and perhaps the spring months; but as the crops are uncertain and cannot be made available until fall it is necessary to make some provision for the interim.

I am, sir, very respectfully, your obedient servant,

J. M. GOODHUE,

Major United States Army, Indian Agent.

Hon. E. S. PARKER,

Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
June 27, 1870.

SIR: I am in receipt of your letter of the 18th instant, inclosing one from Agent Goodhue, relative to subsistence that will be required for the Yanktons; also of one of same date, transmitting Agent Hearn's report for the month of May, and in which he refers to the matter of subsisting the Indians at the Grand River agency.

In reply I have to advise you that arrangements have been made by this office for the delivery of enough subsistence at the Yankton, Whetstone, Cheyenne, Grand River, and Crow Creek agencies to feed the Indians at those places for three months after the 30th instant. These supplies will be delivered between the 1st and 15th proximo, and you will please advise the respective agents in charge of said agencies accordingly, that they may make the necessary arrangements to receive and care for the stores.

Very respectfully, your obedient servant,

WILLIAM F. CADY,

Acting Commissioner.

Hon. JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs, Yankton, D. T.

[Telegram.]

SIoux CITY, IOWA, June 18, 1870.

Hon. E. S. PARKER:

The supplies for Indians at Whetstone agency will be entirely expended by July 10, 1870; all the time will be required to forward more. Colonel Sullivan, commissary of subsistence, is prepared to forward them from this point on receipt of orders. Will the order be issued?

D. C. POOLE,

Captain United States Army.

[Telegram.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
June 18, 1870.

Captain DEWITT C. POOLE, *Indian Agent, Sioux City, Iowa:*

Arrangements have been made for subsistence for Indians at Whetstone. The supplies will probably be there early in July.

E. S. PARKER, *Commissioner.*

SIoux CITY, IOWA, June 18, 1870.

SIR: I am officially informed by Colonel Sullivan, supervising commissary Sioux Indian country, stationed here, that the rations for Indians at Whetstone agency will be

entirely exhausted by the 10th day of July, 1870. As all the time will be required from this date to forward said supplies from this point, the nearest market where they can be procured, I deemed it for the interest of the service to notify you by telegram, that immediate steps may be taken to continue the supplies.

I have the honor to be, with great respect, your obedient servant,

DE WITT C. POOLE,

Captain United States Army and Indian Agent.

Hon. E. S. PARKER,

Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

June 18, 1870.

SIR: I have to advise you that arrangements have been made with James W. Bosler, esq., for the delivery of the following subsistence stores for the use of the Indians in your agency, viz:

Two hundred and thirty-four thousand pounds, net weight, of good merchantable beef; the cattle to be delivered on foot as follows: One-third, or thereabouts, on or about the 15th of July; one-third, or thereabouts, on or about the 1st of August; and the residue on or about the 1st of September, 1870. Also, 24,000 pounds of bacon, or dried salt pork; 96,000 pounds of flour; 7,600 pounds of coffee; 15,200 pounds of sugar; 1,920 pounds of salt; 1,920 pounds of soap; and 900 pounds of tobacco. All the articles named are to be of a good merchantable quality, and, with the exception of the beef, are to be delivered at your agency between the 1st and 15th of July next.

You will receive from Mr. Bosler the supplies to be furnished under said arrangement; and should the quantity vary from the amount herein given in each or any case, either more or less, you will receipt to him accordingly; that is, you will give proper receipts for the amount of each article delivered at the time of the delivery. You will, also, make the necessary preparation to properly care for the supplies after they have been delivered.

Very respectfully, your obedient servant,

W. F. CADY,

Acting Commissioner.

Major J. M. GOODHUE,

Indian Agent, Yankton Agency, Dakota Territory.

Captain WILLIAM H. FRENCH,

Indian Agent, Crow Creek Agency, Dakota Territory.

Major G. M. RANDALL,

Indian Agent, Cheyenne Agency, Dakota Territory.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

June 18, 1870.

SIR: I have to advise you that arrangements have been made with James W. Bosler, esq., to furnish the following subsistence stores for the use of the Indians in the Whetstone agency, viz:

Four hundred and sixty-eight thousand pounds, net weight, of good merchantable beef. The cattle are to be delivered on foot, one-third, or thereabouts, to be delivered on or about the 15th of July; one-third, or thereabouts, on or about the 1st of August; and the residue on or about the 1st of September, 1870. Also, 48,000 pounds of bacon, or dried salt pork; 192,000 pounds of flour; 15,200 pounds of coffee; 30,400 pounds of sugar; 3,840 pounds of salt; 3,840 pounds of soap, and 1,800 pounds of tobacco.

All the supplies are to be of a good merchantable quality, and, with the exception of the beef, are to be delivered between the 1st and 15th of July next.

It will probably be impossible for Mr. Bosler to furnish the exact amount agreed upon, and therefore if the quantity of any or all of the articles delivered should vary from the foregoing, either more or less, it will make no particular difference.

You will give Mr. Bosler proper receipts for all the supplies furnished by him at the time of the delivery.

Very respectfully, your obedient servant,

W. F. CADY,

Acting Commissioner.

Captain D. W. C. POOLE,

Indian Agent, Whetstone Agency, Dakota Territory.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
June 18, 1870.

SIR: I have to advise you that arrangements have been made with James W. Bosler, esq., to furnish the following subsistence supplies for the use of the Indians on the Grand River reservation, Dakota Territory, viz:

Five hundred and eighty-five thousand pounds, net weight, of good merchantable beef. The cattle are to be delivered on foot, one-third, or thereabouts, to be delivered on or about the 15th of July; one-third on or about the 1st of August; and the residue on or about the 1st day of September, 1870. Also, 60,000 pounds of bacon, or dried salt pork; 202,500 pounds flour; 18,000 pounds of coffee; 36,000 pounds of sugar; 4,500 pounds of salt; 4,500 pounds of soap, and 2,250 pounds of tobacco.

All the supplies are to be of a good merchantable quality, and, with the exception of the beef, are to be delivered between the 1st and 15th of July next.

You will give Mr. Bosler proper receipts for all the supplies furnished by him, at the time of delivery; and as it will probably be impossible for him to furnish the exact amount agreed upon, it will make no particular difference if the quantity of any or all of the articles delivered should vary either more or less from the foregoing.

Very respectfully, your obedient servant,

W. F. CADY,
Acting Commissioner.

Major JAS. A. HEARN,
Indian Agent, Grand River Agency, Dakota Territory.

[Telegram.—Received at 1.53 p. m.]

SIoux CITY, June 22, 1870.

General E. S. PARKER, *Commissioner Indian Affairs*:

I have enough cattle on hand to last three months. Will the Commissary Department furnish the other supplies? Your answer to this will guide me in closing up my papers with that Department.

D. C. POOLE,
Captain U. S. Army.

[Telegram.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
June 22, 1870.

Captain D. W. C. POOLE, *Indian Agent, Sioux City, Iowa*:

The Subsistence Department will furnish no supplies after 1st proximo. Other arrangements have been made.

E. S. PARKER, *Commissioner.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
June 23, 1870.

SIR: I have to advise you that I am in receipt of a telegram from Agent Poole, dated the 22d instant, to the effect that he has enough cattle at the Whetstone agency to last three months.

In view of this fact, the beef stipulated to be delivered at that agency by the terms of your contract, made with this Bureau on the 17th instant, will not be required, and need not be furnished by you.

Very respectfully, your obedient servant,

WM. F. CADY,
Acting Commissioner.

JAMES W. BOSLER, Esq.,
Sioux City, Iowa.

[Telegram.—Received at 12.45 a. m.]

SIoux CITY, IOWA, July 3, 1870.

Hon. E. S. PARKER, *Commissioner Indian Affairs, Washington*:

The cattle for Whetstone are on the way there, and will be ready for delivery in a few days. I can't have them left on my hands. I sent up enough for two months, and you should take them. Only received letter to-day—nearly the time for delivery.

J. W. BOSLER.

SIOUX CITY, July 4, 1870.

DEAR SIR: Your favor directing me not to deliver the cattle contracted for at Whetstone was only received to-day. The cattle for Whetstone were purchased some eight days ago, and are now nearly at Whetstone; and to abandon the delivery and drive them back would be great detriment and loss to me. You must recollect that your desire and instructions were to hurry these cattle forward and deliver them without delay, which I did. I purchased the entire amount of cattle called for under the contract, and started them from a point on the Union Pacific Railroad for the several agencies, and I will be unable to communicate with them until they strike the Missouri River, which will be near Whetstone. So, under the circumstances, and taking into consideration the great embarrassment it would be to me to carry out your instructions, I hope you will reconsider the matter and instruct the agent to receive them. I have used every exertion possible to carry out your wishes in this matter as to time, and should not be the sufferer for doing so; besides, I learned from Colonel Macfeely, at Chicago, that Major Poole had received notice at Chicago that you had made arrangements to supply his agency with cattle and other subsistence immediately, and I therefore think that he had no right to supply himself to such an extent, and should have to take care of them.

Let me hear from you at once on this subject, directed to this place. Governor Burbank wished me to leave part of the supplies for Yankton agency at Ponca agency. I telegraphed you on the subject, but did not receive an answer, and as the boat containing these supplies has left, there will be none left at Ponca agency. I will leave to-morrow to overtake the boats, but a letter will reach me at this place.

Very respectfully, yours, &c.,

J. W. BOSLER.

General E. S. PARKER.

EXECUTIVE OFFICE,
Yankton, Dakota Territory, June 30, 1870.

SIR: Herewith inclosed I have the honor to transmit letter of Captain W. Clifford, of Fort Berthold agency, relative to the stores needed for the subsistence of Indians at that place during the coming winter, a large number of them consisting of women and children, who have to look exclusively to the Government for support. It is quite important that these stores should be sent in ample time to insure their delivery before the close of navigation, and also that they should be sent to Fort Berthold *direct*, instead of to Fort Stevenson, from whence they would have to be hauled, if landed there.

Very respectfully, your obedient servant,

JOHN A. BURBANK,
Governor and ex-officio Superintendent Indian Affairs.

UPPER MISSOURI INDIAN AGENCY,
Fort Berthold, Dakota Territory, June 16, 1870.

GOVERNOR: I have the honor to submit that the following subsistence stores should be furnished this agency for the use of Indians here who may not be able to get away from the village in pursuit of game this winter, which inability may arise from various reasons, as sickness, want of means of transportation, &c., viz: 500,000 pounds of flour; 75,000 pounds of bacon; 150,000 pounds of fresh beef; 10,000 pounds of sugar; 5,000 pounds of coffee. There are between five and seven hundred women and children, who have no relations, and of course are entirely dependent upon the agency for subsistence. In case of the failure of game this estimate will not be large enough, but if game is no scarcer than it was last winter, this amount will be sufficient. If no subsistence stores are sent, and game fails, these people will be in a most deplorable condition, as they will starve by degrees. Nothing can be told as to the certainty or uncertainty of the crop, and even if it turns out first class, there will not be sufficient to avert starvation.

I am thus early in forwarding this application for the reason that I consider these people entitled to just as much as whites under charge of the Government, and certainly to more than the Sioux, who repaid the kindness of the Government with treachery.

Any stores forwarded to this agency should be sent to Fort Berthold, Dakota Territory, as the cost of hauling from Stevenson will amount from one-half to one cent per pound.

As yet there are no provisions at Stevenson for the people, and the little at that post last winter was all that kept famine at bay.

I am, sir, very respectfully, your obedient servant,

W. CLIFFORD,
Captain United States Army, Indian Agent.

Hon. J. A. BURBANK,
Governor and ex-officio Superintendent Indian Affairs, Yankton, D. T.

INVESTIGATION INTO INDIAN AFFAIRS.

[Telegram.—Received at corner Penn. avenue and Fourteenth street 12.15 p. m.]

SIoux CITY, IOWA, July 3, 1870.

To Hon. E. S. PARKER, *Commissioner Indian Affairs*:

The Indians of Fort Berthold agency are in as much need of subsistence as any in my superintendency. A full report is on the way. The beef cattle you ordered for Whetstone agency have been purchased and now en route to the agency. I have to recommend that I be authorized to order J. W. Bosler to deliver the same to Captain W. Clifford without delay.

JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs.

[Telegram.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
July 5, 1870.

J. W. BOSLER, Esq., *Sioux City, Iowa*:

Leave part of Yankton supplies at Ponca agency, agreeably to Governor Burbank's order. Agent's receipt will be sufficient. Can you deliver at Berthold the beef intended for Whetstone? Answer.

W. F. CADY,
Acting Commissioner.

[Telegram.]

SIoux CITY, IOWA, July 5, 1870.

Hon. E. S. PARKER, *Commissioner*:

It will be impossible for me to deliver those cattle at Berthold; it is through the most dangerous Indian country from Grand River up, and I cannot get men to do it. Receive them at Whetstone, and let the Government transport them either by river or with a military escort. I might deliver them at Grand River agency by prepaying the extra cost of driving, and let your Berthold agent come down and receive them there. I will be unable to communicate with them until they strike the Missouri River at Whetstone. Wait until you receive my letter, then answer here. All stores have gone. I leave to-night; am afraid the boat with Yankton supplies had passed Ponca before I received your telegram.

J. W. BOSLER.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
July 9, 1870.

SIR: In reply to your letter of the 4th instant relative to the delivery of beef cattle at the Whetstone agency for the use of the Indians at that place, I have to say, that the cattle you have forwarded for said agency will be received by Agent Poole, and that, as no instructions have been sent to the agent in regard to the matter, except those contained in office letter of the 18th ultimo, which letter was handed to you for delivery to him, it is deemed unnecessary to issue further instructions in the premises.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

JAS. W. BOSLER, Esq.,
Sioux City, Iowa.

EXECUTIVE OFFICE, YANKTON, DAKOTA TERRITORY,
July 15, 1870.

SIR: I have the honor to inclose herewith a letter from Captain D. C. Poole, Indian agent at the Whetstone agency, dated July 10, relative to the matter of receiving from J. W. Bosler the beef cattle purchased for the use of the Yankton Sioux Indians and requesting that on account of the scarcity of grass near the agency, and the liability of losing the cattle in the adjoining hilly country, he be allowed to herd them on the Yankton reservation. Touching that portion of the agent's letter which relates to the matter of receiving the cattle from the contractor, I would say that Agent Poole

has been directed to follow out the instructions contained in your letter to Mr. Bosler, the contractor.

The bottom lands of the Yankton reservation contain good grass, and are well adapted to the herding of cattle, but as the Yankton Indians will doubtless be opposed to having the Government cattle on these lands, I would suggest that the agent be directed to first make some agreeable arrangement with them, in council, for this purpose, or to move them to other vacant lands, if suitable ones can be found.

Very respectfully, your obedient servant,

JOHN A. BURBANK,

Governor and ex-officio Superintendent of Indian Affairs.

Hon. E. S. PARKER,

Commissioner of Indian Affairs, Washington, D. C.

WHETSTONE AGENCY, DAKOTA TERRITORY,

July 10, 1870.

SIR: I have the honor to report that supplies, intended for three months' issue, have been received from Mr. Bosler. Some of the flour is not of good quality. I am having the same inspected, and shall reject such as I consider unfit for issue to Indians. Mr. Bosler informs me that he will have at this agency, on or about the 20th inst., near one thousand head of cattle. As I have on hand nearly three months' supply, I have informed him that I could not receipt for the same unless I receive positive orders to do so from the Indian Department.

I have to respectfully recommend the herding of surplus cattle at some other point, on account of the drought here, and consequent drying up of grass. A point at or near Yankton agency would be much the most desirable also. Large herds upon the west side of the river (Missouri) are liable to be stampeded, and many of them lost in broken and hilly country. I have, therefore, to respectfully request that orders to receive said cattle be not issued.

Very respectfully, your obedient servant,

DEWITT C. POOLE,

Captain United States Army and Indian Agent.

Hon. JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs, Yankton, D. T.

CHEYENNE AGENCY, July 10, 1870.

DEAR SIR: I have delivered all the subsistence stores, under my contract, except Grand River agency, and will complete the delivery there in a few days. In the matter of the cattle for the Whetstone agency, on which subject I both wrote and telegraphed you before leaving Sioux City, if you have not already sent it, I shall expect to find an order at Sioux City for Captain Poole to receive the Whetstone cattle, as per contract, and would also like to have you add to the order that he shall receive them all at one delivery, not to be later than the 15th of August. All the other agents have kindly and willingly agreed to receive them all at once, and Captain Poole said that he could take care of them, and would do so, if he was so instructed, but that in consideration of the notice he had given the Indian Department of his having three months' supply, he should require additional instructions before he would receive them. I hope, therefore, that if you have not already sent these instructions, you will do so at once, by telegraph to Sioux City, in order that I may receive them upon my return to Sioux City.

I will also call your attention to the fact, that up to the time I left Sioux City, I had not received the order for a military escort from Fort Sully to Grand River.

I hope you will give this your immediate attention, as the cattle for Whetstone agency will be ready for delivery before this reaches you, and will probably be delivered at Yankton agency and Crow Creek. I found all the agencies, except Cheyenne, nearly out of stores. At Whetstone they were entirely out, and had borrowed an issue from Fort Randall.

Very respectfully,

J. W. BOSLER.

HON. E. S. PARKER,

Commissioner of Indian Affairs Washington, D. C.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,

Washington, D. C., July 18, 1870.

SIR: I am in receipt of your letter of the 10th instant, relative to the delivery of beef cattle at the Whetstone agency.

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In reply thereto I have to refer you to office letter of the 9th instant, and would state in addition thereto, that in case Agent Poole declines to receive the cattle to be delivered at his agency under your contract with this bureau, he is authorized and instructed, on your presentation of this letter, to receive the same, and, if he can take proper care of them, to receive at one time all the cattle to be delivered by you at his agency.

Very respectfully, your obedient servant,

E. S. PARKER, *Commissioner*.

JAS. W. BOSLER, Esq.,
Sioux City, Iowa.

[Telegram.—Received at corner Pennsylvania avenue and 14th st. 11.25 a. m., via Missouri Valley.]

SIoux CITY, IOWA, July 19, 1870.

To Hon. E. S. PARKER, *Commissioner* :

Goods all delivered. Agencies all agreed to receive the cattle as fast as I choose to deliver, except Poole's, but wants instructions to protect them. Will you send instructions by telegraph to my care at this place, and I will send up by messenger. Poole is absent and his representative will only follow strictly letter of instructions. Instruct here to receive them at once. Cattle all there, ready for delivery, and for all the other posts; are ready for Grand River. I have instructions.

J. W. BOSLER.

[Telegram.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
July 20, 1870.

Captain W. H. FRENCH, jr., Major J. A. HEARN, Major G. M. RANDALL, Major J. M. GOODHUE, Captain DE WITT C. POOLE, *Indian Agents*, care of J. W. Bosler, esq., *Sioux City, Iowa* :

Receive from Mr. Bosler, when he is ready to deliver them, all the cattle to be furnished by him for your respective agencies. Employ necessary herders to care for cattle.

E. S. PARKER, *Commissioner*.

Charge Office Indian Affairs.

E. S. PARKER, *Commissioner*.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 23, 1870.

SIR: I am in receipt of your letter of the 15th instant, inclosing one from Agent Poole, relative to receiving and herding the cattle to be furnished by J. W. Bosler, under his contract for the Indians at the Whetstone agency, stating that you have directed the agent to carry out the instructions of this Department in regard to receiving said cattle, and suggesting that some arrangement be made with the Yanktons by which the cattle can be herded on their reservation, or that they be moved to other vacant lands if suitable ones can be found.

In reply, I have to say that it is expected the agent will at all times obey the instructions of this Department, and consequently that the cattle will be received by him in accordance with instructions. Regarding the question of herding the surplus cattle, I would say that your suggestion meets with the approval of this office, and you will please give the necessary instructions in the premises to have the same carried out. It is desired, however, to have the cattle in question herded on vacant lands, unless the Yanktons are willing to have them on their reservation without extra expense to the Government.

Very respectfully, your obedient servant,

W. F. CADY, *Acting Commissioner*.

Hon. JOHN A. BURBANK,
Governor, &c., Yankton, D. T.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
August 13, 1870.

SIR: This office is about advertising for proposals for subsistence supplies for Indians at the Yankton, Whetstone, Crow Creek, Cheyenne, and Grand River agencies, Dakota

Territory, and I respectfully request that authority be granted to publish such advertisement in the following named newspapers, viz: Chicago Tribune, Chicago Republican, Sioux City Daily Times, Omaha Republican, and Leavenworth Times, together with such other papers as you may deem advisable.

Very respectfully, your obedient servant,

W. F. CADY, *Acting Commissioner.*

Hon. J. D. Cox,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., August 16, 1870.

SIR: You are hereby authorized, in compliance with your recommendation, to advertise proposals for subsistence supplies for Indians at the Yankton, Whetstone, Crow Creek, Cheyenne, and Grand River agencies, Dakota Territory, in the newspapers named in your letter of the 13th instant.

Very respectfully, your obedient servant,

J. D. COX, *Secretary.*

The ACTING COMMISSIONER of *Indian Affairs.*

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
August 10, 1870.

SIR: It being exceedingly doubtful whether, under any advertisement for supplying the Sioux of Dakota with beef and flour, they can be furnished in proper season to prevent a deficiency, I have to request that you will at once supply 1,500,000 pounds, net, more of beef, to be distributed at the various agencies on the Missouri River, in such amounts as shall be hereafter designated to you. Said beef will be paid for at the same rates per pound as is provided in your contract with the Indian Bureau, dated June 17, 1870. This beef must all be on the hoof, and of as good quality as was furnished under your contract, and must all be delivered at the several agencies on the Missouri River on or before the 15th day of October, 1870.

You will also be pleased to collect for the Indian Bureau, for the use of the Sioux Indians of Dakota, from 2,000,000 to 3,000,000 pounds of good extra wheat flour, to be delivered in Sioux City, at as low rates as possible, which rates should not exceed 3½ cents per pound when delivered in Sioux City, ready for shipment by boat.

Your accounts for beef will be settled in Washington, D. C., upon your presenting the receipts of the amounts received by the respective agents, who have this day been instructed to receive from you and receipt to you for the beef you may furnish under this order.

The flour will be settled for in Washington, D. C., upon your presenting bills of lading from such transportation companies as may transport the same to the several agencies.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

J. W. BOSLER, Esq.,
Sioux City, Iowa.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
August 10, 1870.

SIR: Under special arrangement, J. W. Bosler, esq., has been directed to supply your agency with about 430,000 pounds, gross weight, of beef on the hoof. You will please receive and receipt to him for the same as they may be delivered.

Your obedient servant,

E. S. PARKER,
Commissioner.

UNITED STATES INDIAN AGENT,
At the Crow Creek Sioux Indian Agency, Dakota.

Similar letters to the above sent to the agents at Cheyenne agency, for 430,000 pounds; Yankton agency, for 430,000 pounds; Grand River agency, for 1,075,000 pounds; Whetstone agency, for 645,000 pounds.

CHEYENNE AGENCY, DAKOTA TERRITORY,
August 20, 1870.

SIR: I have the honor to state that I have taken an inventory of the subsistence stores received at the agency during the month of July, 1870, and found the weights

to be as follows, viz: 22,344 pounds bacon, 94,080 pounds flour, 6,335 pounds coffee, 15,182 pounds sugar, 1,920 pounds soap, 1,680 pounds salt, 900 pounds tobacco, 210,150 pounds beef.

The beef cattle were received on the east side of the river, when the instructions stated that the cattle, as well as the stores, were to be delivered and received at the agency. The result has been very disastrous to the Indians. The cattle "stampeded," and out of 450 head received by Dr. Roberts, 80 head are still missing. All the cattle that were to be found have been placed on the west side of the river below the agency. I have used every effort to find and recover the missing cattle, but thus far have not been successful. I shall take up the subsistence at the weights according to the inventory taken. No invoices were received from the contractor, and therefore I am unable to ascertain what amounts were received and receipted for. All the papers I have to show are the steamboats' bills of lading, which will not answer my purpose.

If the memorandum receipts given by Dr. Lorenzo H. Roberts have not been paid, I must respectfully request that they be withheld, and I be directed to furnish correct vouchers.

I may add that the beef cattle were received by Dr. Roberts at an average of 1,200 pounds gross per head. I put 34 head (an average lot of said cattle) upon the agency scales this day, and their actual weight was 934 pounds gross per head.

I am, sir, very respectfully, your obedient servant,

GEORGE M. RANDALL,
Captain United States Army, Indian Agent.

Hon. E. S. PARKER,
Commissioner of Indian Affairs.

CHEYENNE AGENCY, DAKOTA TERRITORY,
August 21, 1870.

SIR: I desire to call your attention to the report of Major G. M. Randall, dated 20th August, from this place. I was not aware of Major Randall's report until just before the mail was to leave; hence I write hurriedly and brief. The Hon. J. A. Burbank, governor and ex-officio superintendent of Indian affairs, sent up Mr. Allison from his office to see that the stores were properly delivered; and I received them and receipted for them in Mr. Allison's presence, but confess I erred in not keeping a copy of the receipt I gave Mr. Bosler, which at the time did not occur to me. I have since, however, written Mr. Bosler for a copy of the receipt, and trust in due time it will come to hand. My reason for receiving the cattle on the east side of the river opposite the agency was in consequence of what Major Randall had said about Indians killing them on the west side. I took the advice of the commanding officer at this post, together with Mr. Allison's. It would have inconvenienced Mr. Bosler to deliver them at the agency. After Major Randall's return from Washington, I was told that sixty head of cattle had stampeded and had gone into the quartermaster's herd at Fort Sully, and Major Randall told me he found them there, but did not send for them until last Friday, and got only twenty-eight head, I believe. At the time I received the cattle, the agency scales were torn up, and, having no opportunity for weighing them, I went to Fort Sully and found an officer who had judged the weight of cattle often, who was an officer of the day. I went to General Crittenden, commanding; stated to him that I desired Captain J. B. Irvine, who was the officer of the day, to go with me to help judge the weight of the cattle. General Crittenden had him relieved from duty, and we, together with Mr. Joseph Bosler, proceeded to judge the cattle, which we took at six hundred pounds net, and I still believe they will net that amount, although we may have erred in our judgment. It was with great reluctance that I consented to act for Major Randall in his absence, and I would most respectfully ask the honorable Commissioner to inquire of the commanding officer at Cheyenne, (Brevet Lieutenant Colonel E. P. Pearsons,) or any other officer here or at Fort Sully, as to my faithfulness of duty for Major Randall while he was absent in Washington on business. I will not here state why, in my opinion, Major Randall ignores my actions, but will refer you to General Crittenden, Captain Irvine, or the commanding officer at this place.

Trusting I may be treated fairly in the premises, I am, sir, very respectfully, your obedient servant,

L. H. ROBERTS,
Physician, Cheyenne Agency.

Hon. E. S. PARKER,
Commissioner of Indian Affairs, Washington, D. C.

NEW YORK, August 25, 1870.

DEAR SIR: I return herewith the advertisement for supplies for Sioux Indians, corrected. You will please have fair copies made, and have the same published in the

Following papers: Chronicle and Republican, Washington, two papers in Chicago, one paper in Leavenworth, one paper in Omaha, and one paper in Sioux City.

Very respectfully, your obedient servant,

E. S. PARKER,
Commissioner.

DR. W. F. CADY,
Acting Commissioner Indian Affairs, Washington, D. C.

SUPPLIES FOR INDIANS

DEPARTMENT OF INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., August 26, 1870.

Sealed proposals, in duplicate, will be received at this office until 12 o'clock m., of Monday, September 5, 1870, for the following-named articles required for issue to Indians at the Yankton, Whetstone, Crow, Creek, Cheyenne, and Grand River agencies, in Dakota Territory, viz:

At the Yankton, Crow, Creek, and Cheyenne agencies, respectively, 1,000,000 pounds gross weight, of beef cattle, on the hoof; 70,000 pounds of bacon, clear sides.

At the Whetstone agency, 1,440,000 pounds, gross weight, of beef cattle, on the hoof; 140,000 pounds of bacon, clear sides.

At the Grand River agency, 2,700,000 pounds, gross weight, of beef cattle, on the hoof; 180,000 pounds of bacon, clear sides.

The beef cattle must be good, merchantable cattle, all steers, in good, healthy condition, and average at least one thousand pounds each, live weight, the weight to be determined by weighing on scales when practicable. Their delivery must commence at each of the points named, with the exception of the Whetstone agency, between the 1st and 15th of October next, at which time about one-ninth ($\frac{1}{9}$) of the whole quantity will be delivered; and thereafter the delivery will be made monthly in such quantity as the respective agents shall require. At the Whetstone agency about one-sixth ($\frac{1}{6}$) of the whole quantity to be furnished for that place must be delivered on or before the 1st of January, 1871, and thereafter monthly as at the other agencies.

That there may be no failure on the part of the contractor, he will be required to keep the beef cattle in the vicinity of the respective agencies, to be delivered when required by the agents; and should it be ascertained that he is not collecting cattle in the vicinity of said agencies fast enough, or should he fail to turn them in to the agents as called for, the undersigned will purchase, or cause to be purchased, beef cattle, as he may elect, at the expense of said contractor.

The bacon must be sound and sweet, and will be delivered at Chicago, Illinois, on or before the 20th of September next, and be subject to inspection by an agent to be appointed for that purpose.

Proposals will be received for the delivery of all or any part of the above-named supplies.

The undersigned reserves the right to increase or diminish the quantity of each or any of the articles which the contractor or contractors agree to furnish, provided that the increase in no case shall exceed twenty-five (25) per cent.

Payments will be made at this office on presentation of proper receipts from the agents to whom the supplies are delivered.

Bids for beef cattle will state price per pound, gross. The proposals for the bacon should state the price per pound, net.

Each copy of each proposal must have a copy of this advertisement (a slip from a newspaper) pasted at its head.

No bid will be considered unless accompanied by a written guarantee of two responsible parties, (not bidders,) to the effect that, if the bid is accepted, the bidder will immediately enter into a written contract in accordance therewith, and that they will become sureties on his bond.

The right is reserved to reject any or all proposals, if such a course should be deemed for the interests of the Government.

Each bidder must designate his place of business, where communications sent to him will be received, the same to be entered in his contract should one be awarded to him.

Proposals should be inclosed in an envelope addressed to the undersigned, and indorsed "Proposals for Supplies for Indians."

Bidders are invited to be present at the opening of the bids.

E. S. PARKER,
Commissioner.

NOTICE.—The time for receiving proposals under the above advertisement is extended to the 12th instant at 12 m.

ELY S. PARKER,
Commissioner.

SEPTEMBER 5, 1870.

Abstract of proposals received at the office of the Commissioner of Indian Affairs, September 12, 1870, for furnishing supplies to Indians, as follows:

Number.	Name.	YANCTON.		WHETSTONE.		CHEYENNE.		GRAND RIVER.		CROW CREEK.	
		Beef, 1,000,000 pounds.	Bacon, 70,000 pounds.	Beef, 1,440,000 pounds.	Bacon, 140,000 pounds.	Beef, 1,000,000 pounds.	Bacon, 70,000 pounds.	Beef, 2,700,000 pounds.	Bacon, 180,000 pounds.	Beef, 1,000,000 pounds.	Bacon, 70,000 pounds.
1	G. G. Russell.....	4½		4½		4½		4½		4½	
2	Joseph F. Gibbs.....	3½		3½		3½		3½		3½	
3	D. A. Freer.....	4 1-5		4 1-5		4 1-5		4 1-5		4 1-5	
4	E. S. Monroe.....	5½		5½		5½		5½		5½	
5	J. W. Bosler.....	6½	18	6½	18	6½	18	6½	18	6½	18
6	Durfee & Peck.....		24		24		25½		26½		24½
7	J. A. Morrow.....	3 88-100		3 88-100		3 88-100		3 88-100		3 88-100	
8	Tiffin Sinks.....	3 93-100		3 90-100		4 1-10		4 13-100		4 5-100	
9	E. Fenlon*.....	4 7-100		3 93-100		4 29-100		4 37-100		4 15-100	
10	Andrew Stuart.....	5		5		5 96-100		7 92-100		5½	
11	Henry S. Bulkley.....	4½		4½		4 4-10		5 3-10		4 4-10	
12	Andrew Stuart.....	4 49-100		4 49-100		4 49-100		4 49-100		4 49-100	
13	E. D. Comings.....	4½		4½		4½		4½		4½	
14	H. D. Booge.....	5	19½	5	19½	5	19½	5	19½	5	19½
15	Benjamin F. Norris.....	4 7-100		4 17-100							
16	Charles B. Scott.....	4 30-100		4 6-10							
17	Charles E. Hedges.....	5		5		5		5		5	

* Offers to furnish all the beef at 4 16-100.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
September 5, 1870.

SIR: The receiving and opening of the bids to be received under my advertisement for supplying the Sioux of Dakota with beef and bacon, having been postponed one week, and fearing serious results from the Indians should their supply of subsistence become exhausted, I have to urge that you will not delay in pushing forward the cattle ordered by me in my communication of the 10th of August. It is extremely important that the upper agencies should be reached at as early a date as possible, so that the Indians may not want for subsistence. The successful bidder in the letting soon to come off may be delayed in the execution of his contract, and it is to guard against such a contingency that I requested you to supply the Indian Department a certain amount of cattle on the hoof, and I hope that you will not disappoint the Department.

Your obedient servant,

E. S. PARKER,
Commissioner.

J. W. BOSLER, Esq.,
Sioux City, Iowa.

[Telegrams]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 14, 1870.

Your bid for bacon, eighteen cents, has been accepted. I can be in Chicago any day next week to inspect and receive the same. Answer.

E. S. PARKER,
Commissioner.

J. W. BOSLER, Esq.,
Sioux City, Iowa.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 15, 1870.

Your bid for beef at three eighty-eight accepted. Will exact bond for one hundred and fifty thousand dollars. When will you execute contract and give the required bond? Answer.

W. F. CADY,
Acting Commissioner.

J. A. MORROW, Esq.,
Omaha, Nebraska.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 15, 1870.

James F. Gibbs declines his bid for furnishing beef, being unable to furnish required bond.

W. F. CADY,
Acting Commissioner.

Hon. E. S. PARKER,
*Commissioner of Indian Affairs, care of Buckley, Welling & Co.,
380 and 382 Broadway, New York City.*

Extract from report of Commissary General, printed in report of Secretary of War to Congress for 1870, page 266.

State or Territory.	Cents per pound.	State or Territory.	Cents per pound.	State or Territory.	Cents per pound.
Maine	14. 63	Mississippi	10. 05	Indian Territory	5. 94
Massachusetts	13. 92	Louisiana	8. 00	Dakota Territory	9. 76
Rhode Island	16. 50	Texas	5. 99	Wyoming Territory	9. 46
Connecticut	13. 25	Arkansas	7. 60	New Mexico Territory	7. 61
New York	12. 86	Tennessee	9. 25	Colorado Territory	11. 50
Pennsylvania	14. 52	Kentucky	8. 53	Utah Territory	9. 50
Delaware	15. 00	West Virginia	8. 75	Montana Territory	11. 16
Maryland	13. 56	Ohio	13. 25	California (coin)	10. 65
District of Columbia	11. 86	Indiana	9. 22	Oregon (coin)	7. 66
Virginia	12. 75	Illinois	11. 70	Arizona Territory (coin)	10. 18
North Carolina	10. 22	Michigan	9. 70	Washington Territory (coin)	11. 30
South Carolina	10. 29	Missouri	8. 85	Idaho Territory (coin)	9. 05
Georgia	10. 80	Minnesota	9. 92	Alaska Territory (coin)	30. 00
Florida	7. 50	Nebraska	9. 37		
Alabama	8. 00	Kansas	10. 31		

EXECUTIVE OFFICE,

Yankton, Dakota Territory, September 8, 1870.

SIR: I have the honor to transmit herewith report of Captain DeWitt C. Poole on the condition of affairs at Whetstone agency for the month of August, 1870.

I have to direct special attention to that portion of the report which has reference to the increase in the ration, in accordance with what is claimed by Spotted Tail and Swift Bear to have been a promise made to them while in Washington.

Very respectfully, your obedient servant,

JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs.

HON. E. S. PARKER,

Commissioner of Indian Affairs, Washington, D. C.

WHETSTONE AGENCY,

Dakota Territory, September 5, 1870.

SIR: I have the honor to report upon the condition of affairs at this agency during the month ending August 31, 1870.

Two companies of the Fourteenth Infantry stationed here have been removed to the Department of the Platte, and one company of the Twenty-second Infantry, from Fort Randall, has taken their place. The Indians remain comparatively quiet and are anxiously awaiting the arrival of annuity goods, which they have been informed will arrive by the 15th of September, predicated upon telegram received from the Commissioner of Indian Affairs that such would be the case.

The cattle received from the Commissary Department still amount to over six hundred and forty head, and those received from Mr. Bosler to about eight hundred head. In consequence of the severe drought prevailing in this vicinity good grass for grazing is very scarce. I have found it absolutely necessary to keep the two herds separate, and they are still too large to be united. I have to keep these two herds some twenty-five miles from the agency, and are at present located upon and near Ponca Creek, a branch of the Niobrara River. I returned from a visit to these herds a few days since, and found them in good condition; plenty of running water, although the cattle have to be allowed a wide range to procure sufficient grass. It is my intention to discharge one set of herders by the end of September 30th, and thus reduce very materially expenses.

Spotted Tail and Swift Bear complain very much on account of the ration not being increased. They say that while in Washington they were promised such increase, and that they informed their people upon their return that such would be the case. Their people now accuse them of misrepresenting. I have received no instructions to increase the component parts of the ration, and have no means of doing so. The present supply will be consumed by the 30th of September, excepting beef.

Many of the Indians will move back into the country upon receipt of annuity goods, they inform me, instigated by the whites intermarried with them, who design moving back near Fort Laramie, learning that trading posts and an agency are to be established near there for Red Cloud and his people. The funds required to pay off employes and

herders, and other indebtedness of the agency, it is hoped will be promptly furnished, that all accounts may be adjusted at end of present quarter.

Very respectfully, your obedient servant,

DEWITT C. POOLE,

Captain United States Army and Indian Agent.

Hon. JOHN A. BURBANK,

Ex-officio Superintendent Indian Affairs, Yankton, D. T.

Articles of agreement made and entered into this 17th day of June, A. D. 1870, by and between E. S. Parker, Commissioner of Indian Affairs, for and on behalf of the United States of the first part, and James W. Bosler, of Carlisle, Pennsylvania, of the second part, witnesseth: That the said parties have agreed and do hereby covenant and agree to and with each other in the manner following, to wit:

The said James W. Bosler agrees to furnish and deliver the following described subsistence stores, for the use of the Indians, at the places hereinafter mentioned, in the quantities and at the prices hereinafter specified, to wit:

To the agent of the Yankton Sioux Indians, at their reservation in Dakota Territory, the following supplies, viz: 234,000 pounds of beef, net, 24,000 pounds of bacon or dried salt pork, 96,000 pounds of flour, 7,600 pounds of coffee, 15,200 pounds of sugar, 1,920 pounds of salt, 1,920 pounds soap, 900 pounds of tobacco.

To the agent in charge of the Indians at the Crow Creek agency, Dakota Territory, the same quantity of each article as that agreed to be delivered at the Yankton reservation.

To the agent in charge of the Indians at the Cheyenne agency, Dakota Territory, the same as at the Yankton reservation.

To the agent in charge of the Indians at the Whetstone agency, Dakota Territory, the following, viz: 468,000 pounds of beef, net, 48,000 pounds of bacon or dried salt pork, 192,000 pounds of flour, 15,200 pounds of coffee, 28,800 pounds of sugar, 3,840 pounds of salt, 3,840 pounds of soap, 1,800 pounds of tobacco.

To the agent in charge of the Indians at the Grand River agency, Dakota Territory, the following, viz: 585,000 pounds of beef, net, 60,000 pounds of bacon or dried salt pork, 202,500 pounds of flour, 18,000 pounds of coffee, 36,000 pounds of sugar, 4,500 pounds of salt, 4,500 pounds of soap, 2,250 pounds of tobacco.

The beef is to be of good, merchantable quality, and to be delivered on foot; one-third, or thereabouts, to be delivered on or about the 15th of July; one-third on or about August 1, and the residue on or about the 1st of September, 1870.

The flour is to be of number one spring wheat, in accordance with the sample in the office of the Commissioner of Indian Affairs, Washington, D. C.

All the articles herein named, with the exception of the beef, are to be delivered at the respective agencies, between the 1st and 15th of July, 1870, and are to be of a good merchantable quality.

In consideration of the faithful performance of this agreement on the part of the party of the second part, he shall be paid at the office of the Commissioner of Indian Affairs, Washington, D. C., on presentation of the receipts of the respective agents, the following prices, to wit:

For all beef furnished by him and received by said agents he shall be paid at the rate of six and a half cents (6½c.) per pound gross; for bacon, twenty-five cents (25c.) per pound; for flour, six and a half cents (6½c.) per pound; for coffee, twenty-eight cents (28c.) per pound; for sugar, eighteen cents (18c.) per pound; for salt, eight cents (8c.) per pound; for soap, fifteen cents (15c.) per pound; and for tobacco, eighty-five cents (85c.) per pound.

In witness whereof the parties hereto have hereunto set their hands and seals.

[SEAL.]

E. S. PARKER,

Commissioner of Indian Affairs.

JAMES W. BOSLER.

[SEAL.]

Signed in presence of—

W. F. CADY.

H. R. CLUM.

Articles of agreement made and entered into at Washington, District of Columbia, this 17th day of September, 1870, between W. F. Cady, Acting Commissioner of Indian Affairs, for and on behalf of the United States of America, of the first part, and J. A. Morrow, of the city of Omaha, State of Nebraska, of the second part:

This agreement witnesseth, that the said party of the first part, for and in behalf of the United States of America, and the said party of the second part, for himself, his

heirs, executors, and administrators, have mutually agreed, and by these presents do mutually covenant and agree, to and with each other as follows, viz:

First. That the said J. A. Morrow, or his heirs, executors, and administrators, shall furnish the Indian Bureau for issue to Indians seven millions one hundred and forty thousand pounds, gross weight, of fresh beef, to be delivered on the hoof, in quantities and at the places hereinafter named.

At the Yankton agency, Dakota Territory, one million pounds, gross weight, to be delivered as follows: about one-ninth of the whole quantity between the 1st and 15th of October, 1870, and thereafter the delivery to be made monthly in such quantity as the Indian agent at said agency shall require.

At the Crow Creek agency, Dakota Territory, the same quantity as at the Yankton agency, and to be delivered in the same manner.

At Cheyenne agency, Dakota Territory, the same quantity as at the Yankton, and in the same manner.

At the Whetstone agency, Dakota Territory, one million four hundred and forty thousand pounds, gross weight, to be delivered as follows: about one-sixth of the whole quantity on or about the 1st day of January, 1871, and thereafter monthly, as at the Yankton agency.

At the Grand River agency, Dakota Territory, two millions seven hundred thousand pounds, gross weight, to be delivered in the same manner as at the Yankton agency.

Second. All the beef cattle furnished under this contract are to be good merchantable cattle, all steers, in good healthy condition, and to average at least one thousand pounds live weight—the weight to be determined by weighing on scales, when practicable.

Third. The said J. A. Morrow shall receive three cents and eighty-eight one hundredths of a cent per pound gross weight for all the beef accepted under this contract.

Fourth. The said party of the first part, for and in behalf of the United States, agrees that payment as aforesaid shall be made, for the beef accepted under this contract, in United States currency, on presentation at the office of Indian Affairs of the receipts of the Indian agents to whom the beef is delivered.

Fifth. The party of the second part further agrees to keep a sufficient number of beef cattle in the vicinity of the respective agencies, to avoid the possibility of any failure on his part to deliver the beef when required by the agents; and should it be ascertained that he is not collecting cattle in the vicinity of said agencies fast enough, or should he fail to deliver them to any agent or agents as called for, the party of the first part shall have the right to purchase, or cause to be purchased, beef cattle as he may elect, at the expense of the party of the second part, who shall be charged with the difference of the cost of the beef so purchased.

Sixth. It is mutually agreed that the party of the first part shall have the right to increase or diminish the quantity of beef to be delivered at any or all of said agencies, provided that the increase shall in no case exceed twenty-five (25) per cent. of the quantity herein agreed to be furnished.

Seventh. No member of Congress, officer, or agent of the Government, or any person employed in the public service, shall be admitted to any share herein, or to any benefit that may arise therefrom.

In witness whereof the undersigned have hereto placed their hands and seals the day and year first above mentioned.

[SEAL.]

W. F. CADY,
Acting Commissioner Indian Affairs.
J. A. MORROW.

Witnesses:

H. R. CLUM,
A. S. H. WHITE.

Articles of agreement, made and entered into this 26th day of September, 1870, by and between E. S. Parker, Commissioner of Indian Affairs, for and on behalf of the United States, of the first part, and J. W. Bosler, of Carlisle, Pa., of the second part, witnesseth, that the said parties have agreed and do hereby covenant and agree, to and with each other in the manner following, to wit:

In pursuance of an advertisement for "supplies for Indians," dated Department of the Interior, office of Indian Affairs, Washington, D. C., August 26th, 1870, the said J. W. Bosler agrees to furnish at Chicago, Ill., seventy thousand pounds of bacon, clear ribbed sides, for the Yankton, Crow Creek and Cheyenne agencies, in Dakota Territory, respectively; one hundred and forty thousand pounds of bacon, clear ribbed sides, for the Whetstone agency, and one hundred and eighty thousand pounds of bacon clear ribbed sides, for the Grand River agency in Dakota Territory, for the sum of (18) eighteen cents per pound. All of which bacon shall be sound and good quality, and shall be inspected by some person satisfactory to the party of the first part.

In consideration of the faithful performance of this agreement on the part of the party of the second part, he or his representatives shall be paid at the office of the Commissioner of Indian Affairs, at Washington, D. C., on the presentation of certificates of inspection, and the bills of lading from the Northwest Railroad Transportation Company, in Chicago, for the bacon above agreed to be furnished.

In witness whereof the parties hereunto have set their hands and seals the day and date above written.

E. S. PARKER,
Commissioner of Indian Affairs.
J. W. BOSLER.

Signed in presence of—

Articles of agreement, made and entered into this 26th day of September, 1870, by and between E. S. Parker, Commissioner of Indian Affairs, for and on behalf of the United States, of the first part, and the Northwest Transportation Company, by Charles D. Woolworth, its secretary, of Sioux City, Iowa, witnesseth: That said parties have agreed, and do hereby covenant and agree to and with each other in the manner following, to wit:

The Northwest Transportation Company agrees to transport from Sioux City, Iowa, to the following named and described places at the following named and described rates, all the goods and supplies of the Indian Department for the year 1870, of whatsoever kind, and in case the river is so low that freight cannot be delivered by boat, the said party of the second part agrees to transport said goods by wagons, to wit: From Sioux City, Iowa, to Ponca, Santee, and Yankton agencies, at two dollars and twenty-five cents per hundred pounds; from Sioux City to Brule and Crow Creek agencies, at four dollars and twenty cents per hundred pounds: from Sioux City to Whetstone agency, at three dollars and twenty cents per hundred pounds; from Sioux City to Cheyenne agency, at five dollars and twenty-five cents per hundred; from Sioux City to Grand River, at six dollars and twenty-five cents per hundred pounds; from Sioux City to Fort Berthold agency, at seven dollars and fifty cents per hundred pounds.

In consideration of the faithful performance of this arrangement, on the part of the party of the second part, they or their representatives shall be paid at the office of the Commissioner of Indian Affairs at Washington, D. C., on the presentation of the receipted bills of lading, signed by the respective agents or their substitutes, as above enumerated.

In witness whereof the parties hereunto have hereto set their hands and seals the day and date above written.

E. S. PARKER,
Commissioner of Indian Affairs.
CHARLES D. WOOLWORTH,
Secretary Northwest Transportation Company.

[SEAL.]

Signed in presence of—
S. M. WINSHIP,
LEM. JONES.

Know all men by these presents, that J. W. Bosler, of Carlisle, Pennsylvania, as principal, and S. S. Sanders and Joe Bosler as sureties, are firmly bound to the United States in the sum of forty thousand dollars; the same to be well and truly paid to the Commissioner of Indian Affairs of the United States or his successor in office.

The condition of the above obligation is as follows:

That whereas the said bonded J. W. Bosler has entered into a contract with the Commissioner of Indian Affairs, dated September 26, 1870, agreeing to furnish a certain amount of bacon, clear-ribbed sides, for the Indian service in Dakota Territory: Now, in case the said contract is well and truly filled, as therein set forth, then this obligation to be null and void; otherwise to remain in full force and effect.

Witness our hands and seals the day and year above written.

J. W. BOSLER. [SEAL.]
JOE BOSLER. [SEAL.]
S. S. SANDERS. [SEAL.]

[25-cent revenue stamp.]

Know all men by these presents, that we, J. A. Morrow as principal, and John McCormick and E. B. Taylor as sureties, all of the city of Omaha, State of Nebraska, are held and firmly bound unto the United States of America in the sum of one hundred and fifty thousand dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs,

executors, and administrators, for and in the whole, jointly and severally, by these presents.

Sealed with our seals and dated the 17th day of September, in the year of our Lord eighteen hundred and seventy.

The nature of this obligation is such that if said J. A. Morrow, his heirs, executors, and administrators, or any of them, shall and do in all things well and truly observe, perform, fulfill, accomplish, and keep, all and singular the covenants, conditions, and agreements whatsoever, which, on his or their part, are, or ought to be, observed, performed, fulfilled, accomplished, and kept, comprised or mentioned in certain articles of agreement bearing even date herewith, between William F. Cady, Acting Commissioner of Indian Affairs, for and in behalf of the United States, and the said J. A. Morrow, concerning the delivery of beef at certain Indian agencies in Dakota Territory, according to the true intent and meaning of said articles of agreement, then the above obligation to be void; otherwise to remain in full force and virtue.

J. A. MORROW. [SEAL.]
JOHN MCCORMICK. [SEAL.]
E. B. TAYLOR. [SEAL.]

DISTRICT OF COLUMBIA, *County of Washington* :

On this 17th day of September, A. D. 1870, personally appeared before me the above-named John McCormick and E. B. Taylor, who, being duly sworn, each on his oath declares that he is worth as follows: John McCormick, on his oath, declares that he is worth the sum of one hundred and twenty thousand dollars, over and above all his legal debts and the property exempt by law from execution; and E. B. Taylor, on his oath, declares that he is worth over and above the sum of thirty thousand dollars over and above the amount of his legal debts and the property exempt by law from execution.

JOHN MCCORMICK.
E. B. TAYLOR.

Sworn to and subscribed before me this day and date above written.

CHARLES P. WEBSTER,
Justice of the Peace for the District of Columbia.

Know all men by these presents, that Charles D. Woolworth, secretary Northwest Transportation Company, as principal, and Joab Lawrence and Gholeson G. Russell as sureties, are firmly bound to the United States in the sum of fifty thousand dollars, the same to be well and truly paid to the Commissioner of Indian Affairs of the United States, or his successor in office.

The condition of the above obligation is as follows: That whereas the said bonded Charles D. Woolworth, secretary Northwest Transportation Company, has entered into a contract with the Commissioner of Indian Affairs, dated September 6, 1870, agreeing to transport certain Indian supplies for the year one thousand eight hundred and seventy: Now, in case said contract is well and truly filled, as therein set forth, then this obligation to be null and void; otherwise to remain in full force and effect.

Witness our hands and seals the day and year above written.

[SEAL.]

CHARLES D. WOOLWORTH.
Secretary Northwest Transportation Company.

JOAB LAWRENCE. [SEAL.]
GHOLESON G. RUSSELL. [SEAL.]

Witness:

GEO. K. HAZLETT.
JAMES P. CHARLES.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
September 10, 1870.

SIR: I am in receipt of your letter of the 1st instant, inclosing one from Agent Poole, with an estimate of subsistence supplies that will be required at the Whetstone agency for the nine months ending June 30, 1871; and referring to the matter of the location of a new agency for Spotted Tail's band, and to the proper route by which to transport goods and supplies furnished for that band and to be delivered at the new agency.

You are advised in reply that the agent's estimate will receive proper attention; also, that the location of an agency for Spotted Tail's band has been left to Messrs. Brunot and Campbell, members of the board of Indian commissioners, who are at present visiting Red Cloud's band of Sioux Indians.

On completing their business with Red Cloud and his followers, it is expected that they will go to the Whetstone agency, or to the section of country where Spotted Tail desires an agency to be established for his band, and select a suitable place for the location of such agency.

After the agency has been established, the question as to the proper route to be adopted to reach it will be considered.

Very respectfully, your obedient servant,

WM. F. CADY,
Acting Commissioner.

Hon. J. A. BURBANK,
Governor and ex-officio Superintendent Indian Affairs, Yankton, D. T.

WHESTSTONE AGENCY, DAKOTA TERRITORY,
August 29, 1870.

SIR: I have the honor to call the attention of the Department to the fact that the rations for issue to Indians at this agency will be entirely exhausted by the 30th of next month, (September,) except beef cattle, of which there is a full supply.

Inclosed I have to submit an estimate for nine months' supply.

It will be observed that no increase is made in component parts of the rations.

Spotted Tail and Swift Bear were promised while in Washington that there should be an increase in sugar and coffee and other parts of the ration. They often speak of this promise. No instructions have been received at this office in reference to the same.

Very respectfully, your obedient servant,

DE WITT C. POOLE,
Captain United States Army and Indian Agent.

Hon. JOHN A. BURBANK,
Governor and ex-officio Superintendent Indian Affairs, Yankton, D. T.

EXECUTIVE OFFICE,
Yankton, Dakota Territory, July 15, 1870.

SIR: I have the honor to inclose herewith a letter from Captain D. C. Poole, Indian agent at the Whetstone agency, dated July 10, relative to the matter of receiving from J. W. Bosler the beef cattle purchased for the use of the Yankton Sioux Indians, and requesting that on account of the scarcity of grass near the agency, and the liability of losing the cattle in the adjoining hilly country, he be allowed to herd them on the Yankton reservation. Touching that portion of the agent's letter which relates to the matter of receiving the cattle from the contractor, I would say that Agent Poole has been directed to follow out the instructions contained in your letter to Mr. Bosler, the contractor.

The bottom lands of the Yankton reservation contain good grass, and are well adapted to the herding of cattle, but as the Yankton Indians will doubtless be opposed to having the Government cattle on these lands, I would suggest that the agent be directed to first make some agreeable arrangement with them in council for this purpose, or to move them to other vacant lands, if suitable ones can be found.

Very respectfully, your obedient servant,

JOHN A. BURBANK,
Governor and ex-officio Superintendent Indian Affairs.

Hon. E. S. PARKER,
Commissioner Indian Affairs, Washington, D. C.

EXECUTIVE OFFICE,
Yankton, Dakota Territory, September 1, 1870.

SIR: I have the honor to inclose herewith letter of Captain De Witt C. Poole, Indian agent at Whetstone agency, dated August 29, together with his estimates of subsistence supplies required of bacon, coffee, flour, soap, and salt, for five thousand Indians, commencing October 1, 1870, and to last until the 30th of June, 1871.

I will state, for your information, that Spotted Tail expects to go with his band to a reservation about thirty miles above the forks of White River, and between the two branches.

Spotted Tail says that this was promised him, and he is somewhat annoyed at the delay, saying that it is utterly impossible for him to hold and control his people unless the proper steps are taken within thirty days to carry out this promise, and that it

will be useless for him to attempt to keep his people together and under the proper subjection. He fears, in case of delay, that a great number may be induced to join Indians who are unfriendly to the Government.

Should he be allowed to go, as he wishes, to this reservation, he will be located about one hundred and seventy miles from Whetstone, and about one hundred miles from the Lower Brulé agency.

The road from the Lower Brulé agency is much more practicable, not only on account of the saving of seventy miles of hauling, but a road can be made at or near the river bank, where wood and water can be procured, and this will make the freighting much cheaper per mile than from Whetstone agency. I would suggest the propriety of delivering rations for Spotted Tail's camp in the ratio of, say, three out of five thousand at the Lower Brulé agency, to be transported by wagon from that point.

I would also state that if this is done, a warehouse for the storage of the goods at Lower Brulé agency should be erected at once, so as to properly care for the supplies before they are shipped by wagon.

Very respectfully, your obedient servant,

JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs.

Hon. E. S. PARKER,

Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,

Office Indian Affairs, June 18, 1870.

SIR: I am in receipt of your letter of the 11th instant, inclosing one from Agent French, relative to certain subsistence stores that will be required for the use of Indians at the Crow Creek agency, and requesting that a supply of the articles named in the agent's letter be sent to the agency at the earliest moment possible.

You are advised, in reply, that proper steps have been taken by this Bureau to have the necessary supplies furnished for the use of the Indians at said agency. The supplies will probably reach that place between the 1st and 15th proximo, and you will please advise Agent French accordingly.

Very respectfully, your obedient servant,

WM. F. CADY,

Acting Commissioner.

Hon. JOHN A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs, Yankton, D. T.

EXECUTIVE OFFICE,

Yankton, Dakota Territory, July 19, 1870.

SIR: I have the honor to inclose herewith Agent Hearn's monthly report for June, 1870.

Very respectfully, your obedient servant,

J. A. BURBANK,

Governor and ex-officio Superintendent Indian Affairs.

Hon. E. S. PARKER,

Commissioner Indian Affairs, Washington, D. C.

GRAND RIVER AGENCY, D. T., July 1, 1870.

SIR: I have the honor to make the following report for the month of June, 1870:

The number of Indians located at this agency the past month was 1,006 lodges; they have behaved themselves remarkably well.

We are entirely out of flour and bacon; coffee and sugar will last until July 31, 1870, and corn until January, 1871.

Many Indians are dissatisfied, and think the Government is going to stop feeding and clothing them, as their supply of provisions for the coming year has not arrived and they are living on corn and beef.

I respectfully request that supplies be forwarded as soon as possible, if they are not already on the way.

I am, very respectfully, your obedient servant,

J. A. HEARN,

Captain and Brevet Major United States Army, Indian Agent.

Hon. E. S. PARKER,

Commissioner of Indian Affairs, Washington City, D. C.

(Through Hon. J. A. Burbank, Superintendent.)

P. S. Since writing the above, I have been informed that three young men belonging to the Oncpapa band of Sioux have stolen eight animals, as follows:

John B. Dillon, one American horse and three mules; Thomas Smith, one mule; George Carey, one Indian horse; Commissary Department, United States Army, two American horses.

J. A. HEARN.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
Washington, D. C., June 18, 1870.

SIR: I have the honor to state that arrangements have been made by this Bureau with James W. Bosler, esq., for the delivery of certain subsistence supplies for the use of the Indians on the Yankton, Whetstone, Cheyenne, Crow Creek, and Grand River reservations. Among these supplies there will be a quantity of beef, and the cattle will have to be driven to the different reservations, where they are to be slaughtered, and the beef issued to the Indians. There will, doubtless, be considerable risk to the contractor in transporting these cattle, owing to the wild and unsettled condition of the country through which they will have to be driven; and, in view of this fact, I respectfully recommend that the Secretary of War be requested to furnish Mr. Bosler with suitable escorts, from Forts Randall and Sully, to the respective reservations whenever he shall require them.

Very respectfully, your obedient servant,

E. S. PARKER, *Commissioner*.

Hon. J. D. COX, *Secretary of the Interior*.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., June 21, 1870.

SIR: Arrangements have been made by the Indian Bureau, with James W. Bosler esq., for the delivery of subsistence supplies for the Indians on the Yankton, Whetstone, Cheyenne, Crow Creek, and Grand River reservations.

As beef cattle are included in the supplies, which are to be driven to the points above named, I have the honor to request that the contractor may be furnished with suitable escorts from Forts Randall and Sully to the respective Indian reservations, whenever he shall require them.

Very respectfully, your obedient servant,

J. D. COX, *Secretary*.

The Honorable SECRETARY OF WAR.

WAR DEPARTMENT,
Washington City, July 11, 1870.

SIR: Referring to your letter of the 21st ultimo, I have the honor to inform you that instructions have been given to the commanding officer at Fort Randall, Dakota Territory, to furnish an escort from that post to Fort Sully, Dakota Territory, to James W. Bosler, for his train of stores and herd of cattle intended for the Indian service, and that the commanding officer at Fort Sully has been directed to furnish an escort from that post to the Yankton, Whetstone, Cheyenne, Crow Creek, and Grand River Indian reservations.

Mr. Bosler should be notified to apply to the commanding officer at Fort Randall whenever the escort is required, and should also be informed that owing to the small garrisons it will not be practicable to furnish more than one escort from each post. The trains and herds must, therefore, be concentrated before leaving Fort Randall.

Very respectfully, your obedient servant,

WM. W. BELKNAP,
Secretary of War.

The Honorable SECRETARY OF THE INTERIOR.

[Referred to in Mr. Colyer's testimony.]

WASHINGTON, D. C., July 19, 1870.

SIR: Will you favor our board of Indian commissioners with your interpretation of that portion of the new Indian appropriation law which says:

"It shall be the duty of said commissioners to supervise all expenditures of money.

appropriated for the benefit of the Indians in the United States, and to inspect all goods purchased for said Indians, in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commissioners in making purchases of said goods."

It is more particularly with reference to the first clause, as contained in the first three lines, that there may be a word or two of explanation desirable.

Our wish is simply to obtain from you your idea of about what the House of Representatives expect from us, in order that we may neither transcend nor fall short of our duty under the above law.

Very respectfully, your obedient servant,

VINCENT COLYER,
Secretary.

HON. AARON A. SARGENT,
Chairman Sub-committee on Appropriations, House of Representatives.

COMMITTEE ON APPROPRIATIONS, HOUSE OF REPRESENTATIVES,
July 20, 1870.

DEAR SIR: In answer to your note asking my interpretation of the following provision of the new Indian appropriation bill, viz: "It shall be the duty of said commissioners to supervise all expenditures of money appropriated for the benefit of the Indians in the United States, and to inspect all goods purchased for said Indians, in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commissioners in making purchases of said goods," I reply that it seems to me its meaning is on the surface. Congress desires that your commission shall oversee and advise in all contracts for or purchases of Indian goods; shall see that the articles bought are suitable, and the prices reasonable; that the kind and amount of goods contracted for are delivered; that annuities are properly paid; that presents are justly and judiciously given; in short, that you shall "supervise all expenditures of money appropriated for the Indians." This is expressly made your duty by the statute, and your board must fulfill it, or resign. It makes it the duty, also, of the Indian Commissioner to consult your board in all purchases for the Indians. You do not expend the money, for that is the duty of the Commissioner. But you have a right to know of and advise in all expenditures, all receipts for goods, &c. In case of a difference of opinion between yourself and the officer charged with the disbursement, you can only advise and report to the Secretary the facts which induce your dissent. I do not think, however, in view of the earnest desire of the Secretary and the Commissioner of Indian Affairs for an honest and efficient administration of Indian affairs, that your board will have any difficulty in complying with the requirements of the provision in question.

Respectfully,

A. A. SARGENT.

VINCENT COLYER, Esq.,
Secretary Board of Indian Commission.

WASHINGTON, D. C., *February 3, 1871.*

I certify that the above are true copies of the original papers on file in this office.

VINCENT COLYER,
Secretary of the Board of Indian Commissioners.

Memorandum

Of contract made and entered into this 25th day of March, 1868, in the city of New York, by and between Charley D. Woolworth, secretary and general agent of the Northwest Transportation Company, on behalf of said company, which is an incorporated company, of which Joel Lawrence, of St. Louis, is president, of the first part, and N. G. Taylor, Commissioner of Indian Affairs of the United States, of the second part, as follows, to wit:

1. The said party of the first part agrees to transport the goods and merchandise for the Indian Department that may be required for the Indians and agencies of the Upper Missouri River and on said river, above Sioux City, from the 1st day of April, 1868, to October 1, 1868. To receive said goods in the city of New York and Chicago, and to transport them by the most direct route by railroad to Sioux City, Iowa, and from there by first-class steamers to their several places of destination, and to deliver the same to the agent or agents of the Indian Department. The said party of the first part will have an agent in the city of New York to receive said goods, and ship them immediately.

2. In consideration of the faithful performance of all the stipulations of this contract, by the party of the first part, the said party of the second part shall pay or cause to be paid to the said party of the first, as follows:

3. From the city of New York to all points between Yankton and Fort Sully, including both, \$7 72 per 100 pounds. From New York to Fort Rice, and points between Sully and Rice, \$8 72 per 100 pounds. From New York to Fort Union, and points between Rice and Union, \$9 72 per 100 pounds. From New York to Muscleshell, and points between Union and Muscleshell, \$10 72 per 100 pounds. From New York to Fort Benton, and points between Muscleshell and Benton, \$11 72 per 100 pounds; and for all freight transported from Chicago to either of the above points, \$2 less per 100 pounds than from New York to same points. That bills of lading, receipted by the agent or consignee, approved by the superintendent Indian affairs for Dakota, except as to Fort Benton, of said goods at the several places of delivery of said goods, shall be evidence of the proper delivery of the same, and upon the presentation of said receipted bills of lading payment will be made at the office of the Commissioner of Indian Affairs in the city of Washington, at the rates above mentioned, in such funds as may be provided said Commissioner for such purpose.

4. The said party of the second part also agrees that all the goods shipped for the points above mentioned during the time specified in this contract, and over which the Commissioner of Indian Affairs has control, shall be delivered to the party of the first part, or their agent, for shipment.

5. Nothing in this contract shall be construed to prevent the Commissioner of Indian Affairs or any other agent of the Indian Department from purchasing goods and supplies delivered at the agencies or points above mentioned.

CHARLES D. WOOLWORTH,

Secretary Northwest Transportation Company.

N. G. TAYLOR,

Commissioner of Indian Affairs.

Attest:

J. W. BOSLER.

G. B. KETLER.

[5-cent revenue stamp.]

Articles of agreement

Made and entered into this 13th day of May, 1869, in the city of New York, by and between G. T. Nutter, agent of the Northwest Transportation Company, which is an incorporated company, of which Jacob Lawrence, of St. Louis, is president, on behalf of said company, of the first part, and E. S. Parker, Commissioner of Indian Affairs of the United States, of the second part, as follows, viz:

The said party of the first part agrees to transport the goods and merchandise for the Indian Department which may be required for the Indians and agencies of the Upper Missouri River, from this date (May 13, 1869) to July 12, 1869; to receive said goods in the city of New York and to transport them by the most direct route by railroads, in sound and water-proof cars, to Sioux City, Iowa, and from there by first-class steamers to their respective places of destination, and to commence the transportation of said goods as soon as notified by the Commissioner of Indian Affairs that said goods are ready to be shipped, and to complete such transportation as quickly as possible and without any unnecessary delay.

2. In consideration of the faithful performance of all the stipulations of this contract by the party of the first part, the said party of the second part shall pay or cause to be paid to the said party of the first part for such transportation, as follows:

From the city of New York to all points on the Missouri River between Yankton and Fort Sully, including both, \$7 72 per 100 pounds. From New York to Fort Rice, and all points between Fort Sully and Fort Rice, \$8 72 per 100 pounds. From New York to Fort Buford, and all points between Fort Rice and Fort Buford, \$9 72 per 100 pounds. From New York to Muscleshell, and all points between Fort Buford and Muscleshell, \$10 72 per 100 pounds. From New York to Fort Benton, and all points between Muscleshell and Fort Benton, \$11 72 per 100 pounds.

Bills of lading for said goods, receipted by the respective agents or superintendents (if agents, the same to be certified by the superintendents) at the several places of delivery, shall be evidence of the proper delivery of the same, and upon presentation of said receipted bills of lading, payment will be made at the office of the Commissioner of Indian Affairs, in the city of Washington, at the rates above mentioned, in such funds as may be provided said Commissioner for said purpose.

The said party of the second part also agrees that all the goods shipped from New York City, for the points above mentioned, during the time specified in this contract,

viz, from this date to July 12, 1869, over which the Commissioner of Indian Affairs has control, shall be delivered to the party of the first part, or his agent, for shipment.

It is, however, further agreed that before the United States shall be bound by this contract, a bond in the sum of \$20,000 shall be executed by the said President of the Northwest Transportation Company, with two or more good and sufficient sureties, said bond to be conditioned for the faithful performance of this contract, in all its particulars, by the said party of the first part.

In witness whereof, the parties hereto have hereunto set their hands and seals, on the day and year above mentioned.

G. T. NUTTER, [L. S.]
Agent Northwest Transportation Company.
E. S. PARKER, [L. S.]
Commissioner of Indian Affairs.

Signed in the presence of—
LEWIS HAYDEN.

Statement of shipments of supplies on the Missouri River during the year 1870, under the contracts of H. K. Hazlett, dated February 17, 1870, and George K. Hazlett, dated February 16, 1870.

Month.	Military supplies.	Indian supplies.	Total.
1870.	Pounds.	Pounds.	Pounds.
March	816,261	19,161	835,422
April	2,081,075	228,285	2,309,360
May	2,118,230	138,755	2,256,985
June	1,810,959	42,334	1,853,293
July	235,461	.....	235,461
August	1,390,744	.....	1,390,744
September	592,360	82,770	675,130
October	881,138	.....	881,138
November	95	.....	95
Total	9,926,323	511,305	10,437,628

REMARKS.—Colonel Holabird, chief quartermaster Department of Dakota, reports also 65,794 pounds, shipped in November, which do not appear as yet as paid for. This was after the expiration of the contract season, and was probably not paid for under the contract terms.

Statement of weights of supplies shipped on the Missouri River under the Hazlett contracts during the year 1870, from the accounts of the disbursing officers of the Quartermaster's Department who paid for the services.

(To replace the imperfect statements handed the House Sub-committee on Indian Affairs, at the time General Meigs appeared under its summons.)

By the terms of these contracts the United States could require of the contractor transportation for 20,000,000 pounds each, making a total of 40,000,000 pounds. One contract starting from St. Louis, the other from Chicago.

M. C. MEIGS,
Quartermaster General, Brevet Major General U. S. Army.

QUARTERMASTER GENERAL'S OFFICE, February 1, 1871.

OSAGE AGENCY, KANSAS,
Montgomery P. O., 10th mo. 13, 1870.

ESTEEMED FRIEND: This day I forward by express to thy address, as per request of Vincent Colyer, secretary of commission, one scarlet blanket, 3-point, and one Mexican blanket; the first as a sample of 50 pair out of 200, at \$8 per pair, sent as presents to the Osage Indians, from the house of Buckley, Welling and Company, New York City, of date August 23, 1870. The remaining 150 pair were a grade better.

The Mexican blankets are billed \$6 50 apiece. They are not worth half that money to Indians, as a baby can slip through them without breaking a warp or filling.

Very respectfully,

ISAAC T. GIBSON,
United States Indian Agent.

W. E. DODGE,
Indian Peace Commissioner.

Williamson's instructions.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 8, 1870.

SIR: Having been appointed a special agent of the United States to make payment to the Creek soldiers, loyal refugees, and freedmen, under the fourth article treaty of June 14, 1866, with the Creek Nation; to the Pottawatomie Citizen Indians in Kansas, under the third article treaty of November 15, 1861, as modified by the treaty of March 29, 1866, with the Pottawatomies; to the Peoria, Kaskaskia, Wea, and Piankeshaw Citizen Indians, under the twenty-eighth article treaty of February 23, 1867, with said tribes and other Indians; and to the Seneca, Mixed Seneca and Shawnee, and Quapaw claimants, under the 12th article of the treaty last referred to; and having filed your bond for the faithful performance of your duties as such special agent, the following instructions are herewith presented for your information and guidance:

It is desired that the payment to the Creek soldiers, loyal refugees, and freedmen be made first, and I have, therefore, this day caused a requisition to issue for \$100,000, the amount provided to be paid under said fourth article of the Creek treaty of 1866 to be remitted to you present, from the appropriation "fulfilling treaty with Creeks," (payment of loyal Creeks, &c.,) for the proper care and disposition of which sum you will be held to account under your bond.

The payment to said soldiers, refugees, and freedmen will be made on the "schedule of payments" on pay-roll herewith inclosed, which shows the names of the claimants, the amount awarded to each person by the commission appointed to investigate the several claims, and the pro rata of the \$100,000, being $\frac{44}{100}$ of one dollar, on the sum awarded, to which each claimant is entitled.

In making the payment, each individual to whom the money is due and paid must be required to sign said pay-roll, opposite to his or her name, in the presence of two or more witnesses and an interpreter. One of the witnesses should sign the pay-roll opposite to the names of the persons whose signatures he witnessed, and the others should attach their certificate at the end of the pay-roll, to the effect that they were present and saw the payment made in each case as therein stated. The interpreter, in addition to the foregoing, should certify that he was present and explained to the several claimants for what object and on what account the money was paid. It is desired, if practicable, that one of the two members—hereafter named—of the board of Indian commissioners should attest the signatures, and that the gentlemen who accompany you from this city, and any other person or persons that may witness the payment, should attach their certificate at the end of the pay-roll.

Messrs. J. D. Lang and Vincent Colyer, of the board of Indian commissioners, are expected to be present at the payment; and, in compliance with the instructions of the Honorable Secretary of the Interior, I have designated Mr. G. F. Jocknick, a clerk in this office, and Mr. J. E. Pilkington, of the Interior Department, to accompany you from this city to witness the payment and render you such clerical assistance as may be necessary. It is also expected that Agent Field will be present, at least a portion of the time, while the payment is being made. He is instructed to do so by the inclosed letter, which you will please deliver to him, and also to have the agency interpreter attend during the entire time, to make such explanations to the claimants as may be necessary, as well as to witness the payment.

In no case must a payment be made to any claim agent, attorney, or trader, or to any other person than the one in whose favor the award was made; unless where the claimant may have died, in which event payment will be made to the heirs or legal representatives of such deceased claimant. In determining the proper person or persons to whom payment of the amount due to a deceased claimant should be made, you will be governed by the laws, customs, and usages of the Creek Nation. Letters of administration must, in all cases, be presented by the individual to whom a payment is made as administrator; and in case you are unable to obtain a copy thereof properly certified by a probate judge, you will cause a copy to be made and have the same certified to be a correct transcript of the original, by one or both of said members of the board of Indian commissioners; or, should neither of said members be present to certify, it can be certified by yourself. When payments are made direct to the heirs of deceased claimants, their identity must be fully established, and the validity of their claims must be acknowledged by the proper authority of the Creek Nation.

Great care must be exercised in ascertaining and determining the identity of the claimants, and of the heirs and representatives of those who may have deceased; and in case any one entitled to share in the payment cannot be found, his or her portion of the money will be retained by you, and should the amount so retained not exceed the sum of \$10,000, you are authorized to transfer the same to Enoch Hoag, superintendent of Indian affairs at Lawrence, Kansas, taking his receipt therefor, which will be considered a sufficient voucher in the settlement of your accounts, and giving him at the same time a copy of these instructions, or so much thereof as refers to the manner of disbursing the money, with such information in regard to the matter as you may be able to give him, for his guidance in completing the payment. Should the amount retained as above exceed said sum of \$10,000, you will deposit the same in the nearest United States depository to the credit of the United States, and transmit the original certificate of deposit to this office.

After making payment to the Creeks, you will proceed to pay the Senecas, Mixed Senecas and Shawnees, and Quapaws; the Peorias, Kaskaskias, Weas, and Piankeshaws; and the Pottawatomies, in the order named. The money to make these payments will be placed to your credit with the Assistant Treasurer of the United States at St. Louis, Missouri, and the necessary pay-rolls and instructions will be forwarded to the same place, to the care of said Assistant Treasurer, on being advised by you as to the time when the same will be required.

By direction of the Secretary of the Interior, you will be required to render your accounts to this office immediately after each payment.

Very respectfully, your obedient servant,

W. F. CADY,
Acting Commissioner.

J. A. WILLIAMSON, Esq.,
United States Special Agent, Washington, D. C.

Articles of agreement

Made this 15th day of July, 1869, by and between Samuel M. Janney, superintendent of Indian affairs, of the one part, and John Finn, of St. Louis, State of Missouri, of the other part.

This agreement witnesseth, that the said Samuel M. Janney, superintendent of Indian affairs, for and in behalf of the United States of America, and the said John Finn, for himself, his heirs, executors, and administrators, have mutually agreed, and by these presents do mutually covenant and agree, to and with each other, in manner following, to wit:

1st. That the said John Finn shall deliver at the Winnebago agency, at their reservation, in Nebraska, the articles, in quantity and quality as hereinafter specified, and at the prices designated, as herein agreed upon, viz: 7,000 pounds of beef per week, net weight, at the rate of 6.90 cents per pound; also, 1,500 pounds of salt per month, at the rate of 2 cents per pound, up to the first day of July, 1870.

2d. The said articles of subsistence to be subject, in the furnishing thereof, to the following restrictions, as designated in the published proposal of Samuel M. Janney, superintendent of Indian affairs, dated 6th mo., (June,) 23, 1869, and appearing in the papers of Omaha, Nebraska, viz:

"All articles of subsistence furnished must be of good quality, and subject to inspection and rejection by the agent of the Winnebagoes.

"The right is reserved to increase or diminish the amount of supplies at the discretion of the superintendent of Indian affairs for the northern superintendency; also to terminate the contract that may be entered into, on giving the contractor, or contractors, six weeks' notice."

3d. Payment shall be made by the superintendent of Indian affairs at Omaha, Nebraska, when funds are placed in his hands for that purpose; but in the event of the superintendent of Indian affairs being without funds, then payment to be made as soon after as funds may be received for that purpose.

4th. That in case of failure or deficiency in the quantity or quality of the stores to be delivered, the superintendent of Indian affairs shall have the power to supply the deficiency by purchase, and the said John Finn will be charged with the difference of cost.

In witness whereof the undersigned have hereunto placed their hands and seals the day and date first above written.

SAM'L M. JANNEY, [SEAL.]
Superintendent Indian Affairs.
JOHN FINN. [SEAL.]

Witness:
THOS. J. SANDERS.

[5-cent int. rev. stamp.]

Articles of agreement

Made this 4th day of October, 1869, by and between Samuel M. Janney, superintendent of Indian affairs, of the one part, and Walter A. Burleigh, of Bonhomme, Dakota Territory, of the other part.

This agreement witnesseth, that the said Samuel M. Janney, superintendent of Indian affairs, for and in behalf of the United States of America, and the said W. A. Burleigh, for himself, heirs, executors, and administrators, have mutually agreed, and by these presents do mutually covenant and agree, to and with each other, in manner following, to wit:

1st. That the said W. A. Burleigh shall deliver at Santee Sioux agency the articles, in quantity and quality, as hereafter specified, and at the prices designated, as herein agreed upon, viz: 5,000 pounds of beef per week, at the rate of 7.22 per pound, net weight; also, 5,000 pounds of flour per week, at 3.35 per pound. The said articles of subsistence to be subject, in the furnishing thereof, to the following restriction, as designated in the published proposal of Samuel M. Janney, superintendent Indian affairs, dated September 12, 1869, and appearing in the papers of Omaha, Nebraska, viz: "All articles of subsistence furnished must be of good quality, and subject to inspection and rejection by the agent of the Santee Sioux. The right is reserved to increase or diminish the amount of supplies, at the discretion of superintendent of Indian affairs for the northern superintendency; also, to terminate the contract that may be entered into on giving the contractor six weeks' notice."

3d. Payment shall be made by the superintendent of Indian affairs at Omaha, Nebraska, when funds are placed in his hands for that purpose; but in the event of the superintendent of Indian affairs being without funds, then payment to be made as soon after as funds may be received for that purpose.

4th. That in case of failure or deficiency in the quantity or quality of the stores to be delivered, the superintendent of Indian affairs shall have the power to supply the deficiency by purchase, and the said W. A. Burleigh will be charged with the difference of cost.

In witness whereof the undersigned have hereunto placed their hands and seals the day and date first above written.

SAM'L M. JANNEY,
Superintendent Indian Affairs.
W. A. BURLEIGH.

Witness:

WM. BROWN to S. M. Janney.

ELIZA F. JANNEY to S. M. Janney.

[50-cent int. rev. stamp.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 13, 1870.

SIR: I am in receipt of your letter of the fifth instant, inclosing one from Agent Poole, who submits an estimate for employes required for herding beef cattle at the Whetstone agency.

Agreeably to your recommendation, the agent will be allowed to employ one herder and six Indian assistants, at the salaries named in said estimate; also, to purchase the horses, saddles and bridles referred to in such estimate, at a cost not to exceed \$75 for each horse and set of equipments complete. The employes will be required to subsist themselves; or, if furnished rations, a corresponding reduction will be made in the amount paid to each for his services.

You will please advise Agent Poole that, with the cattle received from the Commissary Department, and those to be delivered by Mr. Bosler, it is expected there will be enough beef at said agency to last six months. He should advise the Indians belonging to the Whetstone agency of the fact that all these cattle are intended for them; that they must last them six months at least, and that care should be taken to prevent any of them from being lost, or uselessly killed.

Very respectfully, your obedient servant,

E. S. PARKER, *Commissioner.*

Hon. JOHN A. BURBANK,
Governor and ex-officio Superintendent Indian Affairs, Yankton, D. T.

Certificate of payments.

Gregory & Edgar, Yankton :		
December 3, 1870—	Flour, at \$3 20 per sack of 98 pounds, delivered at Ponca agency free of expense.	
Walter A. Burleigh :		
September 30, 1870—	Flour for Santee reservation, at \$3 35 per 100 pounds, and beef, at \$7 22 per 100 pounds, net weight.	
J. C. Hoffmayr, Council Bluffs :		
November 29, 1870—	\$430, for 200 sacks flour, at \$2 15, furnished October 27, 1870.	
S. P. Saunders :		
November 23, 1870—	Furnished flour to Santee agency during October, 1870, for \$3 35 per 100 pounds.	
W. A. Burleigh :		
November 23, 1870—	\$1,764 81, for beef, at \$7 22 per 100, and flour, at \$3 35 per 100, October 31, 1870.	
Gregory, Bros. & Co. :		
October 6, 1870—	Delivered at Ponca agency: flour, at \$3 20; coffee, at 23 cents; sugar, at 14 cents.	
John Finn :		
October 3, 1870—	\$1,080 54 for 15,660 pounds beef, furnished in August, for Winnebagoes, at 6 $\frac{1}{10}$ cents per pound.	
W. A. Burleigh :		
September 22, 1870—	\$2,492 90, for beef, at \$7 22 per 100, and flour, at \$3 35 per 100, furnished August, 1870, at Santee Sioux agency.	
J. A. Burbank :		
September 21, 1870—	\$23,000, advanced to him by requisition.	
Poultney & Trimble, Baltimore :		
September 8, 1870—	\$10,679 50, for hardware, furnished August 31, 1870.	
W. A. Burleigh :		
August 22, 1870—	\$2,114, for beef, at \$7 22 per 100, and flour, at \$3 35 per 100, furnished Santee Sioux, July, 1870.	
John Finn :		
August 16, 1870—	\$1,365 16, for 19,785 pounds beef, at 6 $\frac{1}{10}$, furnished August, 1870, for Winnebago Indians.	
Durfee & Peck :		
August 6, 1870—	\$53,494 37, for supplies at Fort Berthold: hay, \$20 per ton; sugar, 30 cents; tobacco, \$1; 50 pairs 3-point blankets, at \$17 50 per pair; bacon, 40 cents; flour, \$20 per sack; corn meal, 22 cents per pound.	
W. A. Burleigh :		
July 21, 1870—	\$2,313 12, for beef, at \$7 22 per 100, and flour, at \$3 35 per 100; delivered at Santee reservation.	
John Finn :		
July 15, 1870—	\$1,526 59, for beef, at 6 $\frac{1}{10}$ cents per pound, net, for Winnebagoes.	
Tootle & Charles :		
July 13, 1870—	\$1,493 88, for freight from Sioux City to Fort Berthold, at 4 cents per pound.	
W. A. Burleigh :		
June 29, 1870—	\$2,378 25, for beef, at \$7 22 per 100, and flour, at \$3 35 per 100, furnished Santee Sioux, June, 1870.	
Green & Wattles :		
1870.		
September 22	20,467 pounds of tobacco, at 65 cents.....	\$13,315 10
14	308,179 pounds of sugar, at 11 $\frac{1}{4}$ cents.....	35,440 58
8	150,472 pounds of coffee, at 21 $\frac{1}{2}$ cents.....	32,726 19
Total.....		<u>81,481 87</u>

Buckley, Welling & Co.:

1870.		
Sept. 30	Dry goods and hats, furnished August 18, 1870.....	\$6, 125 93
23	Dry goods and hats, furnished August, 1870.....	2, 322 99
22	Goods, furnished August, 1870.....	3, 925 06
22	Goods, furnished August, 1870.....	5, 945 27
17	Dry goods and hats, furnished August, 1870.....	55, 057 71
14	1,000 pounds flour, furnished August 15, 1870, by Nelson Story.....	1, 000 00
8	Dry goods, furnished August 23, 1870.....	7, 484 82
July 22	Goods, furnished July 15, 1870.....	727 46
June 27	Dry goods, furnished June 16, 1870.....	1, 068 58
20	Merchandise, furnished June 15, 1870.....	250 00
Total.....		83, 907 82

H. D. Booge & Co.:

December 14, 1870—\$1,897 08, sugar and coffee, furnished November 7, 1870.

C. E. & D. T. Hedges, Sioux City:

December 5, 1870—\$2,797 23, for 79,921 pounds of beef, at 3½ cents, furnished October 31, 1870.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE,

January 25, 1871.

I certify the foregoing to be a correct abstract from settlements on file in this office.

E. B. FRENCH, *Second Auditor.*

Articles of agreement

Entered into this 18th day of June, 1869, between Henry F. Clarke, assistant commissary general of subsistence and brevet major general in the Army of the United States of America, of the one part, and Edward Fenlon, of the city of Leavenworth, in the county of Leavenworth, in the State of Kansas, of the other part.

This agreement witnesseth: That the said Henry F. Clarke, for and on behalf of the United States of America, and the said Edward Fenlon, for himself, his heirs, executors, administrators, (or for himself, his heirs, executors, and administrators, as the case may be,) have mutually agreed, and by these presents do mutually covenant and agree, to and with each other, as follows, viz:

1. That the said Edward Fenlon shall deliver to the acting commissary of subsistence United States Army, or the authorized agent of that department, at the usual place of delivery at Whetstone Creek, Dakota Territory, the following supplies for issues to Indians, viz: 2,475 head of beef cattle on the hoof.

To deliver to the like officer or agent, at the usual place of delivery at Big Cheyenne River, Dakota Territory, for a like purpose, 3,025 head of beef cattle on the hoof; and to the like officer or agent, at the usual place of delivery at Grand River, Dakota Territory, for a like purpose, 3,575 head of beef cattle on the hoof.

2. The beef cattle must be steers, in good healthy condition, and must average as nearly as possible 1,000 pounds live weight, the weight to be determined by weighing on the scales when delivered. Their delivery must commence at each of the places named on or before July 31, 1869, and continue until the number provided for by this contract is delivered, at the rate of 225 head per month at Whetstone Creek, 275 at Big Cheyenne River, and 325 at Grand River; and there shall be at all times, at each place named, a full proportional supply of beef cattle for issues to the Indians supplied therefrom.

3. The beef cattle provided for by these specifications for the respective places named herein for their delivery are required to be held by the contractor, the said Edward Fenlon, sufficiently near thereto that he may, with certainty, and at the rate and under the conditions above specified, deliver them weekly, semi-monthly, or monthly, as the officers or agents of the Subsistence Department may require; and the total number of them due under this contract, at each of those places, shall be in like position to them by September 15, 1869.

4. For the beef cattle delivered and accepted in accordance with the foregoing specifications, the contractor, the said Edward Fenlon, shall receive as follows, viz: For each and every 100 pounds of beef cattle, live weight, delivered at Whetstone Creek, \$4 44½; for each and every 100 pounds of beef cattle, live weight, delivered at Big Cheyenne River, \$4 44½; and for each and every 100 pounds of beef cattle, live weight, delivered at Grand River, \$4 44½.

Payment to be made in the currency of the country by the purchasing commissary of subsistence United States Army, at Chicago, Illinois, on the presentation of proper receipts of the officers of the Subsistence Department United States Army, or its authorized agents, at the respective points of delivery, if he has funds for the purpose; if not, as soon as they can be obtained.

5. If at any time there should be good reason for believing the contractor, the said Edward Fenlon, will not have at all times an ample supply of beef cattle as herein specified ready for delivery, the Subsistence Department United States Army, through its officers or authorized agents, shall have power to purchase a full sufficiency of such supplies, and the difference between the contract price and the price paid by the Subsistence Department shall be charged to the contractor, the said Edward Fenlon.

6. No member of Congress, officer or agent of the Government, or any person employed in the public service shall be admitted to any share herein, or to any benefit which may arise therefrom.

In witness whereof the undersigned have hereunto set their hands and seals the date first above written.

H. F. CLARKE, [SEAL.]
Brevet Major General and Acting Commissary General of Subsistence.
 EDWARD FENLON. [SEAL.]

Witnesses:

R. MACFEELY,

Brevet Colonel and Commissary Subsistence U. S. Army.

CHAS. LANCEY.

JANUARY 27, 1871.

A true copy.

B. DUBARRY,
Major and Commissary of Subsistence.

Articles of agreement

Entered into this 6th day of July, 1869, between Henry F. Clarke, assistant commissary general of subsistence and brevet major general in the Army of the United States of America, of the one part, and Edward Fenlon, of the city of Leavenworth, in the county of Leavenworth, in the State of Kansas, of the other part, being supplementary to the articles of agreement entered into by the said parties the 18th day of June, 1869, for the delivery of beef cattle at Whetstone Creek, Big Cheyenne River, and Grand River, Dakota Territory.

This supplementary agreement witnesseth: That the said Henry F. Clarke, for and on behalf of the United States of America, and the said Edward Fenlon, for himself, his heirs, executors, and administrators, have mutually agreed, and by these presents do mutually covenant and agree, to and with each other as follows, viz:

1. That article 1st of the articles of agreement entered into between said parties on the 18th day of June, 1869, for the delivery of beef cattle for issues to Indians at Whetstone Creek, Big Cheyenne River, and Grand River, Dakota Territory, shall be modified or changed so as to require as follows, viz:

That the total number of beef cattle on the hoof required to be delivered at Whetstone Creek shall be reduced to 1,935 head, the total number of beef cattle on the hoof to be delivered at Big Cheyenne River shall be reduced to 2,025 head, and the total number of beef cattle on the hoof to be delivered at Grand River shall be reduced to 3,215 head. And there shall be delivered to the acting commissary of subsistence, or other authorized agent of the Subsistence Department, at the usual place of delivery, at the Yankton Indian Agency, Dakota Territory, 900 head of beef cattle on the hoof; and to like officer or agent, at the usual place of delivery, at the Crow Creek Indian agency, Dakota Territory, 1,000 head of beef cattle on the hoof.

2. The beef cattle delivered at each of the places named in the preceding article must be steers, in good healthy condition, and average as nearly as possible 1,000 pounds live weight, the weight to be determined by weighing on the scales when delivered. Their delivery to commence at each of those places on or before July 31, 1869, and continue until the number provided for by this contract is delivered, at the rate, as nearly as practicable, of 82 head per month at Yankton agency, 176 head at Whetstone Creek, 91 head at Crow Creek agency, 184 head at Big Cheyenne River, and 292 head at Grand River; and there shall be at all times, at each place named, a full proportioned supply of beef cattle for issue to the Indians supplied therefrom.

3. The party of the first part agrees to pay the party of the second part \$125 per month for each of the two additional points of deliveries provided for in this supplementary contract, to pay for herding at such points.

4. The articles of agreement entered into between the said Henry F. Clarke and Edward Fenlon, the 18th day of June, 1869, for the delivery of beef cattle on the hoof at Whetstone Creek, Big Cheyenne River, and Grand River, Dakota Territory, except so far as modified or changed by these supplementary articles of agreement, shall remain in full force and be construed as applying to the deliveries of beef cattle on the hoof at Yankton and Crow Creek Agencies, herein provided for.

In witness whereof the undersigned have hereunto set their hands and seals, the date first above written.

H. F. CLARKE, [SEAL.]
Brevet Major General, and Acting Commissary General Subsistence.
 EDWARD FENLON. [SEAL.]

Witnesses:

M. R. MORGAN,
Brevet Brigadier General and Commissary Subsistence.
 THOMAS RICHARDSON.

JANUARY 27, 1871.

A true copy.

B. DUBARRY,
Major and Commissary Subsistence.

CHICAGO, ILLINOIS, September 21, 1869.

DEAR SIR: I wish to substitute the following for my proposition for the 18th instant in relation to additional beef cattle.

I will furnish any additional number of beef cattle that may be required at Yankton, Whetstone Creek, Crow Creek, Big Cheyenne River, and Grand River Indian agencies, Dakota Territory, under same terms as contract of June 18 and supplementary contract of July 6, 1869, at \$4 20 per 100 pounds gross weight, during the continuance of said contracts—that is, to June 30, 1870.

This price to be paid to me for all beef cattle delivered over and above the total number, 9,075, provided for by said contracts.

Very respectfully,

EDWARD FENLON.

General H. F. CLARKE, *Chicago, Illinois.*

OFFICE COMMISSARY GENERAL OF SUBSISTENCE, January 23, 1871.

A true copy.

B. DUBARRY,
Major and Commissary of Subsistence.

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
 OFFICE CHIEF COMMISSARY OF SUBSISTENCE,
Chicago, Illinois, September 21, 1869.

SIR: Your proposition of this date to furnish any additional number of beef cattle that may be required at Yankton, Whetstone Creek, Big Cheyenne River, and Grand River Indian agencies, Dakota Territory, under the same terms as present contract and supplementary contract, at \$4 20 per 100 pounds gross weight, during the continuance of said contract to June 30, 1870, and which you wish to substitute for your proposition of the 18th instant, is accepted.

The price just stated to be paid you for all beef cattle delivered as per your proposition of this date, over and above the total number (9,075) provided for by said contracts.

Very respectfully, your obedient servant,

H. F. CLARKE,
Bvt. Maj. Gen., Acting Com. Gen. of Subsistence,
Chief Com. of Subsistence, Mil. Div. Missouri.

OFFICE COMMISSARY GENERAL OF SUBSISTENCE, January 23, 1871.

A true copy.

B. DUBARRY,
Major and Commissary of Subsistence.

Proposals for Indian goods.

DEPARTMENT OF THE INTERIOR,

Office of Indian Affairs, July 29, 1870.

"Sealed proposals, indorsed "Proposals for Indian goods," will be received by the undersigned at No. 339 Canal street, New York City, until 12 o'clock m. on Thursday, the 4th day of August next, for furnishing, in the quantities therein given, the articles named in the following list:

- 3,200 pairs 3 pt. white Mackinac blankets, to measure 60 by 72 inches, and weigh 8 pounds.
- 1,600 pairs 2½ pt. white Mackinac blankets, to measure 54 by 66 inches, and weigh 6 pounds.
- 2,700 pairs 3 pt. scarlet Mackinac blankets, to measure 60 by 72 inches, and weigh 8 pounds.
- 2,400 pairs 2½ pt. scarlet Mackinac blankets, to measure 54 by 66 inches, and weigh 6 pounds.
- 250 pairs 2 pt. scarlet Mackinac blankets, to measure 42 by 46 inches, and weigh 5½ pounds.
- 2,700 pairs 3 pt. indigo blue Mackinac blankets, to measure 60 by 72 inches, and weigh 8 pounds.
- 1,550 pairs 2½ pt. indigo blue Mackinac blankets, to measure 54 by 66 inches, and weigh 6 pounds.
- 1,000 yards fancy list blue cloth.
- 10,000 yards saved list blue cloth.
- 7,000 yards saved list scarlet cloth.
- 175 dozen 3 by 4 plaid woolen shawls.
- 210,000 yards 64 square standard prints.
- 50,000 indigo blue drilling, (best quality.)
- 25,000 yards ¾ good ticking.
- 10,000 yards indigo and gray mixed satinets.
- 6,000 yards hickory shirting.
- 180,000 yards standard brown sheeting, 4-4.
- 10,000 yards heavy cotton duck, (for tents.)
- 18,000 yards linsey.
- 25,000 yards heavy blue twilled flannel.
- 27,000 yards heavy red twilled flannel.
- 8,000 hickory shirts.
- 12,000 red flannel shirts.
- 1,350 dozen men's heavy wool socks.
- 575 dozen women's heavy wool hose.
- 500 dozen children's heavy wool hose.
- 800 dozen plaid cotton handkerchiefs, (large.)
- 8,500 pounds of yarn, assorted colors.
- 800 dozen standard make, six-cord spool cotton, 200 yards, white or black.
- 800 dozen standard make, three-cord, enameled spool cotton, 200 yards, white or black.
- 1,000 pounds linen thread, standard Nos. 25 and 30.
- 4,000 men's coats.
- 4,000 men's pants.
- 800 pairs men's shoes.
- 400 pairs women's shoes.
- 200 pairs children's shoes.
- 5,000 hats, either black or gray felt, black wool, or military.
- 220 dozen cast-steel axes, 3 to 3½ pounds.
- 170 dozen cast-steel half axes, 2 to 3 pounds.
- 1,500 tinned iron kettles, 4, 6, 8 quarts.
- 4,000 fry-pans, usual size for Indians.
- 400 dozen tin-pans, pressed, 2, 4 and 6 quarts.
- 500 dozen iron table spoons.
- 850 dozen tin cups, pints.
- 1,300 dozen butcher-knives, cast-steel, 6-inch blade, ebony handles.
- 150 dozen tin pails, 6 to 12 quarts, no covers.
- 90 dozen hoes.
- 300 dozen tin plates.
- 330 dozen ax handles.
- 170 dozen half-ax handles.
- 20,000 pounds tobacco.

Parties bidding are required to furnish a sample of each article bid for. The prices must be given without any modification or proposed modification whatever.

The right will be reserved to require none or a greater or less quantity of any of the articles than that specified in the above list, at the prices proposed.

All bids for furnishing said articles may be rejected at the option of the Government.

All articles furnished under contract will be rigidly inspected and compared with the samples, by an agent or agents appointed for that purpose. Such goods or articles as may in any respect fail to conform to the samples will be rejected, and in that case the contractor will be bound to furnish others of the required kind or quality within five days; or, if that is not done, they will be purchased at his expense.

Payments will be made for goods received on invoices thereof, certified by the agent or agents appointed to inspect them.

No bids will be considered from persons who have failed to comply with the requirements of a former contract.

No proposals will be considered that do not strictly comply with the following form:

"I (or we) hereby propose to furnish the Indian Department, according to the terms of the advertisement of the Commissioner of Indian Affairs, dated July 29, 1870, the following articles, at the prices thereto affixed. [Here insert the list of articles proposed to be furnished.] Said articles are to be delivered in New York on or before the 20th day of August next. And if this proposal be accepted, I (or we) will, within five days thereafter, execute a contract accordingly, and give security satisfactory to the Commissioner of Indian Affairs for the faithful performance of the same."

Each proposal must be accompanied by a guarantee in the following form, to be signed by two responsible persons, whose sufficiency must be certified by a United States judge or district attorney:

"We hereby, jointly and severally, guarantee that the above bidder, (or bidders,) if a contract shall be awarded to him, (or them,) according to his (or their) bid or proposal, will execute a contract accordingly, and give the requisite security for the faithful performance of the same, as prescribed in the advertisement for proposals for Indian goods, dated July 29, 1870; and in the event of his (or their) failure so to do, we hereby agree and bind ourselves, our heirs, executors, and administrators, to forfeit and pay to the United States, as damages, a sum not less than 15 per cent. on the amount of said bid or proposal."

Bonds will be required in the amount of the bid for the faithful performance of the contract, with two or more sureties, whose sufficiency must be certified to by a United States judge or district attorney.

E. S. PARKER,
Commissioner of Indian Affairs.

Schedule of prices to be paid Hiram K. Hazlett, contractor, for the transportation of officers, soldiers, military, Indian, and Government supplies, horses, mules, cattle, wagons, ambulances, and carts, under an agreement between Brevet Major General D. H. Rucker, Assistant Quartermaster General United States Army, acting on behalf of the United States, and the said Hiram K. Hazlett, dated at Chicago, Illinois, February 17, 1870.

Classes and places.	March, April, May, June, July, and August, 1870.														
	Sioux City.	Yankton agency.	Fort Randall.	Whetstone Creek agency.	Lower Brulé agency.	Crow Creek agency.	Fort Sully.	Big Cheyenne agency.	Grand River agency.	Fort Rice.	Fort Stevenson.	Fort Buford.	Post at mouth of Muscle-shell.	Camp Cooke.	Fort Benton.
Officers:															
St. Louis.....	\$16 00	\$22 00	\$24 00	\$27 00	\$30 00	\$34 00	\$38 00	\$40 00	\$42 00	\$47 00	\$57 00	\$64 00	\$72 00	\$84 00	\$92 00
Wyandott.....	16 00	22 00	24 00	27 00	30 00	34 00	38 00	40 00	42 00	47 00	57 00	64 00	72 00	84 00	92 00
Fort Leavenworth.....	11 00	17 00	19 00	22 00	25 00	29 00	33 00	35 00	37 00	42 00	52 00	59 00	67 00	77 00	87 00
Omaha.....	5 00	11 00	13 00	16 00	19 00	24 00	27 00	29 00	31 00	36 00	46 00	53 00	61 00	71 00	81 00
Sioux City.....		5 00	10 00	13 00	16 00	21 00	24 00	26 00	28 00	33 00	43 00	50 00	58 00	68 00	78 00
Yankton agency.....			5 00	8 00	11 00	16 00	19 00	21 00	23 00	28 00	38 00	45 00	53 00	63 00	73 00
Fort Randall.....				5 00	8 00	11 00	14 00	16 00	18 00	23 00	33 00	40 00	48 00	58 00	68 00
Whetstone Creek agency.....					5 00	8 00	10 00	12 00	14 00	18 00	25 00	35 00	43 00	53 00	63 00
Lower Brulé agency.....						5 00	8 00	10 00	12 00	15 00	20 00	27 00	35 00	44 00	54 00
Crow Creek agency.....							5 00	8 00	10 00	12 00	16 00	23 00	28 00	36 00	47 00
Fort Sully.....								5 00	8 00	10 00	13 00	20 00	25 00	30 00	41 00
Big Cheyenne agency.....									5 00	8 00	11 00	18 00	21 00	27 00	35 00
Grand River agency.....										5 00	8 00	15 00	20 00	24 00	30 00
Fort Rice.....											5 00	12 00	15 00	21 00	28 00
Fort Stevenson.....												7 00	14 00	19 00	24 00
Fort Buford.....													10 00	17 00	20 00
Post at mouth of Muscleshell.....														10 00	17 00
Camp Cooke.....															12 00
Soldiers:															
St. Louis.....	6 00	7 00	8 00	8 50	8 50	9 50	10 00	11 00	12 00	13 00	15 00	19 00	23 00	26 00	29 00
Wyandott.....	6 00	7 00	8 00	8 50	8 50	9 50	10 00	11 00	12 00	13 00	15 00	19 00	23 00	26 00	29 00
Fort Leavenworth.....	3 00	4 00	5 00	7 00	7 50	9 00	9 50	10 00	11 00	12 00	14 00	17 00	20 00	23 00	25 00
Omaha.....	3 00	4 00	5 00	7 00	7 50	9 00	9 50	10 00	10 00	12 00	14 00	17 00	20 00	23 00	25 00
Sioux City.....		3 00	4 00	5 00	6 00	7 00	8 00	9 00	10 00	11 00	13 00	16 00	18 00	20 00	22 00
Yankton agency.....			3 00	4 00	5 00	6 00	7 00	8 00	9 00	10 00	11 00	14 00	16 00	18 00	20 00
Fort Randall.....				3 00	4 00	5 00	6 00	7 00	8 00	9 00	10 00	11 00	14 00	15 00	18 00
Whetstone Creek agency.....					3 00	4 00	5 00	6 00	7 00	8 00	9 00	10 00	12 00	13 00	16 00

Lower Brulé agency.....						3 00	4 00	5 00	6 00	7 00	8 00	9 00	11 00	12 00	14 00
Crow Creek agency.....							3 00	4 00	5 00	6 00	7 00	8 00	10 00	11 00	12 00
Fort Sully.....								3 00	4 00	5 00	6 00	7 00	9 00	9 00	10 00
Big Cheyenne agency.....									3 00	4 00	5 00	6 00	8 00	8 00	9 00
Grand River agency.....										3 00	4 00	5 00	7 00	7 00	8 00
Fort Rice.....											3 00	4 00	5 00	6 00	7 00
Fort Stevenson.....												3 00	4 00	5 00	6 00
Fort Buford.....													3 00	4 00	5 00
Post at mouth of Muscleshell.....														3 00	4 00
Camp Cooke.....															3 00
Pound freight, (per 100 pounds):															
St. Louis.....	50	1 25	1 25	1 50	1 75	1 75	1 75	2 25	2 25	2 25	2 50	2 75	4 50	5 00	5 50
Wyandott.....	50	1 25	1 25	1 50	1 75	1 75	1 75	2 25	2 25	2 25	2 50	2 75	4 50	5 00	5 50
Fort Leavenworth.....	30	1 00	1 00	1 00	1 20	1 20	1 30	2 00	2 00	1 75	2 00	2 50	4 00	5 00	5 00
Omaha.....	30	1 00	1 00	1 00	1 50	1 25	1 30	2 00	2 00	1 75	2 00	2 50	4 00	5 00	5 50
Sioux City.....		75	75	1 00	1 10	1 25	1 30	1 60	1 60	1 60	2 00	2 25	4 00	4 50	4 50
Yankton agency.....			75	95	1 05	1 20	1 25	1 35	1 35	1 50	1 75	2 20	4 00	4 50	4 50
Fort Randall.....				95	1 05	1 20	1 25	1 30	1 30	1 40	1 65	2 15	4 00	4 50	4 50
Whetstone Creek agency.....					1 00	1 10	1 20	1 25	1 25	1 30	1 60	2 10	4 00	4 50	4 50
Lower Brulé agency.....						1 00	1 15	1 20	1 20	1 30	1 60	2 10	4 00	4 50	4 50
Crow Creek agency.....								1 15	1 15	1 20	1 30	1 50	2 00	4 00	4 50
Fort Sully.....									1 15	1 15	1 25	1 40	1 90	4 00	4 50
Big Cheyenne agency.....										1 15	1 25	1 40	1 90	3 50	4 00
Grand River agency.....											1 15	1 40	1 90	3 50	4 00
Fort Rice.....												1 30	1 60	3 50	3 50
Fort Stevenson.....													1 50	3 50	3 50
Fort Buford.....														3 00	3 00
Post at mouth of Muscleshell.....															2 75
Camp Cooke.....															2 50
Horses and cattle:															
St. Louis.....	15 00	19 00	23 00	29 00	33 00	38 00	40 00	43 00	46 00	48 00	58 00	64 00	72 00	85 00	92 00
Wyandott.....	15 00	19 00	23 00	29 00	33 00	38 00	40 00	43 00	46 00	48 00	58 00	63 00	70 00	85 00	92 00
Fort Leavenworth.....	15 00	19 00	23 00	29 00	33 00	38 00	40 00	43 00	46 00	48 00	58 00	62 00	70 00	84 00	91 00
Omaha.....	10 00	12 00	23 00	29 00	33 00	38 00	40 00	43 00	46 00	48 00	58 00	61 00	69 00	82 00	90 00
Sioux City.....		8 00	14 00	20 00	25 00	29 00	31 00	34 00	37 00	39 00	49 00	55 00	65 00	75 00	87 00
Yankton agency.....			9 00	15 00	20 00	24 00	26 00	29 00	32 00	34 00	44 00	50 00	58 00	72 00	79 00
Fort Randall.....				10 00	15 00	19 00	21 00	24 00	27 00	29 00	39 00	45 00	53 00	66 00	74 00
Whetstone Creek agency.....					10 00	14 00	16 00	19 00	22 00	24 00	34 00	40 00	48 00	62 00	69 00
Lower Brulé agency.....						10 00	13 00	16 00	19 00	22 00	25 00	31 00	41 00	57 00	61 00
Crow Creek agency.....							10 00	13 00	16 00	19 00	22 00	27 00	38 00	47 00	57 00
Fort Sully.....								10 00	13 00	16 00	19 00	24 00	27 00	37 00	47 00
Big Cheyenne agency.....									10 00	13 00	17 00	20 00	22 00	32 00	42 00
Grand River agency.....										10 00	13 00	18 00	21 00	24 00	30 00
Fort Rice.....											10 00	12 00	17 00	19 00	25 00
Fort Stevenson.....												10 00	14 00	16 00	21 00
Fort Buford.....													10 00	13 00	16 00
Post at mouth of Muscleshell.....														10 00	14 00
Camp Cooke.....															10 00

Schedule of prices to be paid Hiram K. Hazlett, contractor, for the transportation of officers, &c.—Continued.

Classes and places.	March, April, May, June, July, and August, 1870.													
	Sioux City.	Yankton agency.	Fort Randall.	Whetstone Creek agency.	Lower Brulé agency.	Crow Creek agency.	Fort Sully.	Big Cheyenne agency.	Grand River agency.	Fort Rice.	Fort Stevenson.	Fort Buford.	Post at mouth of Muscleshell.	Camp Cooke.
Mules:														
Saint Louis.....	\$15 00	\$19 00	\$23 00	\$29 00	\$33 00	\$38 00	\$40 00	\$43 00	\$46 00	\$48 00	\$58 00	\$64 00	\$72 00	\$85 00
Wyandott.....	15 00	19 00	23 00	29 00	33 00	38 00	40 00	43 00	46 00	48 00	58 00	63 00	70 00	85 00
Fort Leavenworth.....	15 00	19 00	23 00	29 00	33 00	38 00	40 00	43 00	46 00	48 00	58 00	63 00	70 00	85 00
Omaha.....	15 00	19 00	23 00	29 00	33 00	38 00	40 00	43 00	46 00	48 00	58 00	61 00	69 00	82 00
Sioux City.....		8 00	14 00	20 00	25 00	29 00	31 00	34 00	37 00	39 00	49 00	55 00	65 00	75 00
Yankton agency.....			9 00	15 00	20 00	24 00	26 00	29 00	32 00	34 00	44 00	50 00	58 00	72 00
Fort Randall.....				10 00	12 00	19 00	21 00	24 00	27 00	29 00	39 00	45 00	53 00	66 00
Whetstone Creek agency.....					10 00	14 00	16 00	19 00	22 00	24 00	34 00	40 00	48 00	62 00
Lower Brulé agency.....						10 00	13 00	16 00	19 00	22 00	32 00	38 00	47 00	61 00
Crow Creek agency.....							10 00	13 00	16 00	19 00	29 00	35 00	44 00	57 00
Fort Sully.....								10 00	13 00	16 00	26 00	32 00	41 00	57 00
Big Cheyenne agency.....									10 00	13 00	23 00	29 00	38 00	50 00
Grand River agency.....										10 00	20 00	26 00	35 00	47 00
Fort Rice.....											10 00	18 00	27 00	37 00
Fort Stevenson.....												10 00	17 00	25 00
Fort Buford.....													14 00	21 00
Post at mouth of Muscleshell.....													10 00	16 00
Camp Cooke.....														10 00
Wagons:														
Saint Louis.....	26 00	29 00	32 00	38 00	41 00	44 00	48 00	55 00	62 00	68 00	77 00	84 00	116 00	148 00
Wyandott.....	26 00	29 00	32 00	38 00	41 00	44 00	48 00	55 00	62 00	68 00	77 00	84 00	116 00	148 00
Fort Leavenworth.....	21 00	29 00	32 00	38 00	41 00	44 00	48 00	55 00	62 00	68 00	77 00	84 00	116 00	148 00
Omaha.....	16 00	24 00	27 00	33 00	35 00	40 00	44 00	50 00	62 00	63 00	70 00	78 00	111 00	141 00
Sioux City.....		14 00	17 00	23 00	28 00	30 00	34 00	40 00	48 00	53 00	60 00	68 00	101 00	131 00
Yankton agency.....			12 00	18 00	23 00	27 00	30 00	35 00	40 00	46 00	53 00	61 00	94 00	124 00
Fort Randall.....				16 00	18 00	21 00	27 00	30 00	33 00	39 00	46 00	53 00	68 00	82 00
Whetstone Creek agency.....					12 00	15 00	21 00	24 00	27 00	33 00	40 00	47 00	62 00	82 00
Lower Brulé agency.....						12 00	18 00	23 00	24 00	30 00	37 00	44 00	52 00	72 00
Crow Creek agency.....							12 00	16 00	18 00	24 00	31 00	38 00	46 00	66 00
Fort Sully.....								12 00	15 00	19 00	25 00	31 00	40 00	60 00

175

Big Cheyenne agency										12 00	15 00	21 00	25 00	31 00	51 00	63 00
Grand River agency											12 00	15 00	21 00	25 00	31 00	51 00
Fort Rice												12 00	15 00	21 00	25 00	31 00
Fort Stevenson													12 00	21 00	25 00	31 00
Fort Buford														18 00	21 00	25 00
Post at mouth of Muscleshell															18 00	21 00
Camp Cooke																18 00
Ambulances:																
Saint Louis	96 00	39 00	32 00	38 00	41 00	44 00	48 00	55 00	62 00	68 00	77 00	84 00	116 00	148 00	150 00	
Wyandott	26 00	29 00	32 00	38 00	41 00	44 00	48 00	55 00	62 00	68 00	77 00	84 00	116 00	148 00	150 00	
Fort Leavenworth	21 00	29 00	32 00	38 00	41 00	44 00	48 00	55 00	62 00	68 00	77 00	84 00	116 00	148 00	150 00	
Omaha	16 00	24 00	27 00	33 00	35 00	40 00	44 00	50 00	62 00	63 00	70 00	78 00	111 00	141 00	146 00	
Sioux City		14 00	17 00	23 00	28 00	30 00	34 00	40 00	48 00	53 00	60 00	68 00	101 00	131 00	136 00	
Yankton agency			12 00	18 00	23 00	27 00	30 00	34 00	40 00	46 00	53 00	61 00	94 00	124 00	129 00	
Fort Randall				16 00	18 00	21 00	27 00	30 00	33 00	39 00	46 00	53 00	68 00	88 00	104 00	
Whetstone Creek agency					12 00	15 00	21 00	24 00	27 00	33 00	40 00	47 00	62 00	82 00	98 00	
Lower Brulé agency						12 00	15 00	23 00	24 00	30 00	37 00	44 00	52 00	72 00	88 00	
Crow Creek agency							12 00	15 00	18 00	24 00	31 00	38 00	46 00	66 00	82 00	
Fort Sully								12 00	15 00	19 00	25 00	31 00	40 00	60 00	72 00	
Big Cheyenne agency									12 00	15 00	21 00	25 00	31 00	51 00	63 00	
Grand River agency										12 00	15 00	21 00	25 00	31 00	51 00	
Fort Rice											12 00	15 00	21 00	25 00	31 00	
Fort Stevenson												12 00	25 00	28 00	30 00	
Fort Buford													12 00	18 00	21 00	
Post at mouth of Muscleshell															18 00	
Camp Cooke																18 00
Carts:																
Saint Louis	13 00	16 00	17 00	19 00	21 00	22 00	24 00	27 00	31 00	34 00	38 00	42 00	58 00	74 00	76 00	
Wyandott	13 00	16 00	17 00	19 00	21 00	22 00	24 00	27 00	31 00	34 00	38 00	42 00	58 00	74 00	76 00	
Fort Leavenworth	12 00	15 00	16 00	18 00	20 00	21 00	23 00	26 00	30 00	34 00	37 00	41 00	57 00	73 00	75 00	
Omaha	12 00	15 00	16 00	18 00	20 00	21 00	23 00	26 00	30 00	34 00	37 00	41 00	57 00	73 00	75 00	
Sioux City		8 00	9 00	11 00	14 00	15 00	17 00	20 00	24 00	27 00	30 00	34 00	50 00	60 00	65 00	
Yankton agency			6 00	9 00	12 00	13 00	15 00	18 00	22 00	25 00	28 00	32 00	48 00	58 00	63 00	
Fort Randall				7 00	10 00	11 00	13 00	16 00	20 00	23 00	26 00	30 00	46 00	56 00	61 00	
Whetstone Creek agency					7 00	8 00	10 00	13 00	17 00	20 00	23 00	27 00	43 00	53 00	58 00	
Lower Brulé agency						7 00	9 00	12 00	16 00	19 00	22 00	27 00	43 00	53 00	58 00	
Crow Creek agency							7 00	10 00	14 00	17 00	20 00	25 00	41 00	51 00	56 00	
Fort Sully								7 00	11 00	14 00	17 00	21 00	34 00	44 00	49 00	
Big Cheyenne agency									7 00	10 00	13 00	17 00	30 00	40 00	44 00	
Grand River agency										7 00	10 00	14 00	24 00	30 00	36 00	
Fort Rice											7 00	11 00	19 00	25 00	31 00	
Fort Stevenson												7 00	15 00	20 00	25 00	
Fort Buford													7 00	10 00	15 00	
Post at mouth of Muscleshell															10 00	
Camp Cooke																10 00

Schedule of prices to be paid Hiram K. Hazlett, contractor, for the transportation of officers, &c.—Continued.

Classes and places.	September, 1870.														
	Sioux City.	Yankton agency.	Fort Randall.	Whetstone Creek agency.	Lower Brulé agency.	Crow Creek agency.	Fort Sully.	Big Cheyenne agency.	Grand River agency.	Fort Rice.	Fort Stevenson.	Fort Buford.	Post at mouth of Muscleshell.	Camp Cooke.	Fort Benton.
Officers:															
St. Louis.....	\$32 00	\$44 00	\$48 00	\$54 00	\$60 00	\$76 00	\$76 00	\$80 00	\$84 00	\$94 00	\$114 00	\$128 00	\$144 00	\$168 00	\$184 00
Wyandott.....	32 00	44 00	48 00	54 00	60 00	76 00	76 00	80 00	84 00	94 00	114 00	128 00	144 00	168 00	184 00
Fort Leavenworth.....	22 00	34 00	38 00	44 00	50 00	58 00	66 00	70 00	74 00	84 00	104 00	118 00	134 00	154 00	174 00
Omaha.....	10 00	22 00	26 00	32 00	38 00	48 00	54 00	58 00	62 06	72 00	92 00	106 00	122 00	142 00	162 00
Sioux City.....		10 00	20 00	26 00	32 00	42 00	48 00	52 00	56 00	66 00	86 00	100 00	116 00	136 00	156 00
Yankton agency.....			10 00	16 00	22 00	32 00	38 00	41 00	46 00	56 00	76 00	90 00	106 00	126 00	146 00
Fort Randall.....				10 00	16 00	22 00	28 00	32 00	36 00	46 00	66 00	80 00	96 00	116 00	136 00
Whetstone Creek agency.....					10 00	16 00	20 00	24 00	28 00	36 00	50 00	70 00	86 00	106 00	126 00
Lower Brulé agency.....						10 00	16 00	20 00	24 00	30 00	40 00	54 00	70 00	88 00	108 00
Crow Creek agency.....							10 00	16 00	20 00	24 00	32 00	46 00	56 00	72 00	94 00
Fort Sully.....								10 00	16 00	20 00	26 00	40 00	50 00	60 00	82 00
Big Cheyenne agency.....									10 00	16 00	22 00	36 00	36 00	54 00	70 00
Grand River agency.....										10 00	16 00	30 00	32 00	48 00	60 00
Fort Rice.....											10 00	24 00	30 00	42 00	56 00
Fort Stevenson.....												14 00	28 00	38 00	48 00
Fort Buford.....													20 00	34 00	46 00
Post at mouth of Muscleshell.....														20 00	34 00
Camp Cooke.....															24 00
Soldiers:															
St. Louis.....	12 00	14 00	16 00	17 00	17 00	19 00	20 00	22 00	24 00	26 00	30 00	38 00	46 00	52 00	58 00
Wyandott.....	12 00	14 00	16 00	17 00	17 00	19 00	20 00	22 00	24 00	26 00	30 00	38 00	46 00	52 00	58 00
Fort Leavenworth.....	12 00	14 00	16 00	17 00	17 00	19 00	20 00	22 00	24 00	26 00	30 00	38 00	46 00	52 00	58 00
Omaha.....	6 00	8 00	10 00	14 00	15 00	18 00	19 00	20 00	22 00	24 00	28 00	34 00	40 00	46 00	50 00
Sioux City.....		6 00	8 00	10 00	12 00	14 00	16 00	18 00	20 00	22 00	26 00	32 00	36 00	40 00	44 00
Yankton agency.....			6 00	8 00	10 00	12 00	14 00	16 00	18 00	20 00	22 00	28 00	32 00	36 00	40 00
Fort Randall.....				6 00	8 00	10 00	12 00	14 00	16 00	18 00	20 00	22 00	28 00	30 00	36 00
Whetstone Creek agency.....					6 00	8 00	10 00	12 00	14 00	16 00	18 00	20 00	24 00	26 00	32 00
Lower Brulé agency.....						6 00	8 00	10 00	12 00	14 00	16 00	18 00	22 00	24 00	28 00
Crow Creek agency.....							6 00	8 00	10 00	12 00	14 00	16 00	20 00	22 00	24 00
Fort Sully.....								6 00	8 00	10 00	12 00	14 00	18 00	18 00	20 00
Big Cheyenne agency.....									6 00	8 00	10 00	12 00	16 00	16 00	18 00

Grand River agency.....										6 00	8 00	16 00	14 00	14 00	16 00
Fort Rice.....											6 00	8 00	12 00	12 00	14 00
Fort Stevenson.....												6 00	10 00	10 00	12 00
Fort Buford.....													6 00	8 00	10 00
Post at mouth of Muscleshell.....														6 00	8 00
Camp Cooke.....															6 00
Pound freight, (per 100 pounds.).....															
St. Louis.....	1 00	2 50	2 50	3 00	3 50	3 50	3 50	4 50	4 50	4 50	5 00	5 50	9 00	10 00	11 00
Wyandott.....	1 00	2 50	2 50	3 00	3 50	3 50	3 50	4 50	4 50	4 50	5 00	5 50	9 00	10 00	11 00
Fort Leavenworth.....	60	2 00	2 00	2 00	2 40	2 40	2 40	4 00	4 00	3 50	4 00	5 00	8 00	10 00	10 00
Omaha.....	60	2 00	2 00	2 00	2 00	2 50	2 60	4 00	4 00	3 50	4 00	5 00	8 00	10 00	11 00
Sioux City.....		1 50	1 50	1 60	2 20	2 50	2 60	3 20	3 20	3 20	4 00	4 50	8 00	9 00	9 00
Yankton agency.....			1 50	1 90	2 10	2 40	2 50	2 70	2 70	3 00	3 50	4 40	8 00	9 00	9 00
Fort Randall.....				1 90	2 10	2 40	2 50	2 60	2 60	2 40	3 30	4 30	8 00	9 00	9 00
Whetstone Creek agency.....					2 10	2 20	2 40	2 50	2 50	2 60	3 20	4 20	8 00	9 00	9 00
Lower Brulé agency.....						2 20	2 30	2 30	2 40	2 60	3 20	4 20	8 00	9 00	9 00
Crow Creek agency.....							2 20	2 30	2 30	2 50	3 00	4 00	8 00	9 00	9 00
Fort Sully.....								2 30	2 30	2 50	2 80	3 80	8 00	9 00	8 60
Big Cheyenne agency.....									2 20	2 50	2 80	3 80	7 00	8 00	8 40
Grand River agency.....										2 30	2 80	2 80	7 00	8 00	8 00
Fort Rice.....											2 60	3 20	7 00	7 00	7 60
Fort Stevenson.....												3 00	7 00	7 00	7 20
Fort Buford.....													6 00	6 00	6 20
Post at mouth of Muscleshell.....														5 50	6 00
Camp Cooke.....															5 00
Horses, mules, and cattle:															
St. Louis.....	30 00	38 00	46 00	58 00	68 00	76 00	80 00	86 00	92 00	96 00	128 00	128 00	144 00	170 00	184 00
Wyandott.....	30 00	38 00	46 00	58 00	68 00	76 00	80 00	86 00	92 00	96 00	116 00	126 00	140 00	170 00	184 00
Fort Leavenworth.....	30 00	38 00	46 00	58 00	68 00	76 00	80 00	86 00	92 00	96 00	124 00	124 00	140 00	168 00	182 00
Omaha.....	20 00	24 00	46 00	58 00	66 00	76 00	80 00	86 00	92 00	96 00	122 00	122 00	138 00	164 00	180 00
Sioux City.....		16 00	28 00	40 00	56 00	58 00	62 00	68 00	74 00	78 00	110 00	110 00	130 00	150 00	174 00
Yankton agency.....			18 00	30 00	28 00	48 00	52 00	58 00	64 00	68 00	100 00	100 00	116 00	144 00	158 00
Fort Randall.....				20 00	24 00	38 00	42 00	48 00	54 00	58 00	90 00	90 00	106 00	132 00	148 00
Whetstone Creek agency.....					20 00	28 00	32 00	38 00	44 00	48 00	80 00	80 00	96 00	124 00	138 00
Lower Brulé agency.....						20 00	26 00	32 00	38 00	44 00	62 00	62 00	82 00	114 00	122 00
Crow Creek agency.....							20 00	26 00	32 00	38 00	54 00	54 00	76 00	94 00	114 00
Fort Sully.....								20 00	26 00	32 00	48 00	48 00	54 00	74 00	94 00
Big Cheyenne agency.....									20 00	26 00	40 00	40 00	44 00	64 00	84 00
Grand River agency.....										20 00	36 00	36 00	48 00	60 00	80 00
Fort Rice.....											24 00	24 00	34 00	38 00	50 00
Fort Stevenson.....												20 00	28 00	32 00	41 00
Fort Buford.....													20 00	26 00	36 00
Post at mouth of Muscleshell.....														20 00	28 00
Camp Cooke.....															20 00
Wagons and ambulances:															
St. Louis.....	52 00	58 00	64 00	76 00	82 00	88 00	96 00	110 00	124 00	136 00	154 00	168 00	232 00	296 00	300 00
Wyandott.....	52 00	58 00	64 00	76 00	82 00	88 00	96 00	110 00	124 00	136 00	154 00	168 00	232 00	296 00	300 00
Fort Leavenworth.....	42 00	58 00	64 00	76 00	82 00	88 00	96 00	110 00	124 00	136 00	154 00	168 00	232 00	296 00	300 00
Omaha.....	32 00	48 00	54 00	46 00	76 00	80 00	88 00	100 00	124 00	126 00	140 00	156 00	202 00	262 00	292 00
Sioux City.....		28 00	34 00	46 00	56 00	60 00	68 00	80 00	96 00	106 00	120 00	136 00	202 00	262 00	282 00
Yankton agency.....			24 00	36 00	46 00	54 00	60 00	70 00	80 00	92 00	106 00	122 00	188 00	248 00	258 00
Fort Randall.....				32 00	36 00	42 00	54 00	60 00	66 00	78 00	92 00	106 00	136 00	176 00	208 00

Schedule of prices to be paid Hiram K. Hazlett, contractor, for the transportation of officers, &c.—Continued.

Classes and places.	September, 1870.												
	Sioux City.	Yankton agency.	Fort Randall.	Whetstone Creek agency.	Lower Brulé agency.	Crow Creek agency.	Fort Sully.	Big Cheyenne agency.	Grand River agency.	Fort Rice.	Fort Stevenson.	Fort Buford.	Post at mouth of Muscleshell.
Whetstone Creek agency.....					\$24 00	\$30 00	\$42 00	\$48 00	\$54 00	\$66 00	\$80 00	\$94 00	\$124 00
Lower Brulé agency.....						24 00	36 00	42 00	48 00	60 00	74 00	86 00	104 00
Crow Creek agency.....							24 00	30 00	36 00	48 00	62 00	76 00	92 00
Fort Sully.....								24 00	30 00	38 00	50 00	62 00	80 00
Big Cheyenne agency.....									24 00	30 00	42 00	50 00	62 00
Grand River agency.....										24 00	30 00	42 00	50 00
Fort Rice.....											24 00	30 00	42 00
Fort Stevenson.....												24 00	30 00
Fort Buford.....													36 00
Post at mouth of Muscleshell.....													
Camp Cooke.....													
Carts:													
St. Louis.....	\$26 00	\$29 00	\$32 00	\$38 00	41 00	44 00	48 00	55 00	62 00	68 00	77 00	84 00	116 00
Wyandott.....	26 00	29 00	32 00	38 00	41 00	44 00	48 00	55 00	62 00	68 00	77 00	84 00	116 00
Fort Leavenworth.....	21 00	29 00	32 00	38 00	41 00	44 00	48 00	55 00	62 00	68 00	77 00	84 00	116 00
Omaha.....	16 00	24 00	27 00	33 00	38 00	40 00	44 00	50 00	62 00	63 00	70 00	81 00	111 00
Sioux City.....		14 00	17 00	23 00	28 00	30 00	34 00	40 00	48 00	53 00	60 00	69 00	101 00
Yankton agency.....			12 00	18 00	23 00	27 00	30 00	30 00	40 00	46 00	53 00	60 00	84 00
Fort Randall.....				16 00	23 00	21 00	27 00	30 00	33 00	39 00	46 00	53 00	84 00
Whetstone Creek agency.....					18 00	15 00	21 00	24 00	27 00	33 00	40 00	48 00	84 00
Lower Brulé agency.....						12 00	18 00	21 00	24 00	30 00	37 00	45 00	84 00
Crow Creek agency.....							12 00	15 00	18 00	24 00	31 00	38 00	84 00
Fort Sully.....								12 00	15 00	19 00	25 00	31 00	84 00
Big Cheyenne agency.....									12 00	15 00	21 00	26 00	84 00
Grand River agency.....										12 00	15 00	21 00	84 00
Fort Rice.....											12 00	15 00	84 00
Fort Stevenson.....												12 00	84 00
Fort Buford.....													84 00
Post at mouth of Muscleshell.....													84 00
Camp Cooke.....													84 00

The rates for October, 1870, are two hundred per cent. advance of the rates for March, April, May, June, July, and August, 1870.

Witnesses: GEORGE FRANCIS NELSON.

E. M. WHITE.

D. H. RUCKER, *Brig. Maj. Gen., and Asst. Q. M. Gen., U. S. Army.*
HIRAM K. HAZLETT.

Schedule of prices to be paid George K. Hazlett, contractor, for the transportation of officers, soldiers, military, Indian, and Government supplies, horses, mules, cattle, wagons, ambulances, and carts, from Chicago, Illinois, on through bills of lading, to points on the Missouri River, above Sioux City, Iowa, by rail to Sioux City, thence by steamer, under an agreement between Bvt. Maj. Gen'l D. H. Rucker, Asst. Q. M. Gen'l U. S. Army, acting on behalf of the United States, and the said George K. Hazlett, dated at Chicago, Illinois, the sixteenth day of February, 1870.

Classes.	March, April, May, June, July, and August, 1870.													
	Yankton agency.	Fort Randall.	Whetstone Creek agency.	Lower Brulés agency.	Crow Creek agency.	Fort Sully.	Big Cheyenne agency.	Grand River agency.	Fort Rice.	Fort Stevenson.	Fort Buford.	Post at mouth of Mussleshell.	Camp Cook.	Fort Benton.
From Chicago, Illinois:														
Officers.....	\$18 00	\$20 00	\$25 00	\$27 50	\$34 00	\$38 00	\$42 00	\$47 00	\$50 00	\$55 00	\$65 00	\$80 00	\$85 00	\$95 00
Soldiers.....	15 00	15 50	16 00	18 00	20 00	21 00	22 00	23 00	24 00	26 00	28 00	38 00	40 00	40 00
Pound freight, (per 100 lbs).....	1 30	1 35	1 45	1 65	1 85	2 00	2 10	2 30	2 40	2 50	3 00	4 75	4 75	5 25
Horses and cattle.....	17 00	20 00	27 00	30 00	36 00	38 00	44 00	44 00	50 00	55 00	60 00	75 00	75 00	90 00
Mules.....	16 00	20 00	26 00	30 00	35 00	38 00	37 50	44 00	47 00	54 00	62 00	74 00	75 00	90 00
Wagons.....	25 00	27 00	30 00	40 00	42 00	43 00	47 00	57 00	62 00	70 00	78 00	88 00	100 00	120 00
Ambulances.....	25 00	27 00	30 00	37 00	40 00	45 00	48 00	57 00	63 00	70 00	78 00	90 00	95 00	120 00
Carts.....	15 00	16 00	18 00	20 00	24 00	25 00	27 00	30 00	35 00	36 00	40 00	45 00	55 00	65 00
September and October, 1870.														
From Chicago, Illinois:														
Officers.....	36 00	40 00	50 00	55 00	68 00	76 00	84 00	94 00	100 00	110 00	130 00	160 00	170 00	190 00
Soldiers.....	30 00	31 00	32 00	36 00	40 00	42 00	44 00	46 00	48 00	52 00	56 00	76 00	80 00	80 00
Pound freight, (per 100 lbs).....	2 60	2 70	2 90	3 30	3 70	4 00	4 20	4 60	4 80	5 00	6 00	9 50	9 50	10 50
Horses and cattle.....	34 00	40 00	54 00	60 00	72 00	76 00	80 00	88 00	100 00	110 00	120 00	150 00	150 00	180 00
Mules.....	32 00	40 00	52 00	60 00	70 00	76 00	75 00	88 00	94 00	108 00	124 00	148 00	150 00	180 00
Wagons.....	50 00	54 00	60 00	80 00	84 00	86 00	94 00	114 00	124 00	140 00	156 00	176 00	200 00	240 00
Ambulances.....	50 00	54 00	60 00	74 00	80 00	90 00	96 00	114 00	126 00	140 00	156 00	180 00	190 00	240 50
Carts.....	30 00	32 00	36 00	40 00	48 00	50 00	54 00	60 00	70 00	72 00	80 00	90 00	110 00	130 00

Witnesses:

GEO. FRANCIS NELSON.
WILLIAM H. MOWRY.

D. H. RUCKER,
Bvt. Maj. Gen'l, Asst. Q. M. Gen'l U. S. Army.
GEO. K. HAZLETT

Contract for the transportation of Government troops and supplies from Chicago, Illinois, to posts on the Upper Missouri River, commencing March 20 and ending October 31, 1870, inclusive.

This agreement, made and entered into this 16th day of February, 1870, by and between Brevet Major General D. H. Rucker, Assistant Quartermaster General United States Army, for and on behalf of the United States, of the first part, and George K. Hazlett, of Cincinnati, Ohio, of the second part, his heirs, executors and administrators, witnesseth: That the said parties have covenanted and agreed, and by these presents do covenant and agree to and with each other, viz:

ARTICLE I. That the said George K. Hazlett shall furnish, at any time from March 20 to October 31, 1870, all the transportation required by the United States Government for officers and soldiers from Chicago, Illinois, via and so far as Sioux City, Iowa, by rail, thence by river to the posts or Indian agencies (above that place on the Missouri River) mentioned in the tabular statement hereto annexed, and shall receive at any time from March 20, 1870, to October 31, 1870, inclusive, from the officer or agent of the Quartermaster's Department at Chicago, Illinois, all such military, Indian or Government stores, supplies, wagons and stock, as may be offered or turned over to him for transportation, in good order and condition, by said officer or agent of the Quartermaster's Department, and transport the same with dispatch by railroad to Sioux City, Iowa, and thence by river, and deliver them in like good order and condition to the officer or agent of the Quartermaster's Department designated to receive them, at Yankton agency, Fort Randall, Whetstone, Lower Brulés and Crow Creek agencies, Fort Sully, Big Cheyenne and Grand River agencies, Forts Rice, Stevenson, Buford, Dakota Territory; Camp Cooke and Fort Benton, Montana Territory, on the Missouri River; all stores, supplies, wagons and stock, to be delivered at their destination within the year 1870. It being expressly understood that the contractor shall furnish the required transportation from Chicago, Illinois, to any post, station or Indian agency that may be established on the Missouri River between Sioux City, Iowa, and Fort Benton, Montana Territory, at the same rate per mile as from Chicago, Illinois, to the post, station or Indian agency named in this agreement, nearest the point of delivery; the distances in all cases to be determined by the chief quartermaster Military Division of the Missouri; and for the faithful performance of such service he shall be paid in the manner hereinafter provided in article 8 of this agreement, and at the rates specified and shown in the tabular statement and remarks or memoranda hereto annexed, as signed by the parties to this agreement, which statement and remarks or memoranda are considered a part hereof.

ARTICLE II. That the said George K. Hazlett agrees and binds himself, his heirs, executors, and administrators to transport under this agreement, from Chicago, Illinois, to any of the posts, stations or Indian agencies above Sioux City, Iowa, named or referred to in article 1 of this agreement, any number of pounds of stores and supplies from and between 100,000 pounds and 20,000,000 pounds in the aggregate, and in no case to carry private freight or stock to the exclusion of that belonging to the government.

ARTICLE III. That the said George K. Hazlett agrees and binds himself, his heirs, executors, and administrators, to transport military, Indian, and Government stores, supplies and wagons, by land, from Sioux City, Iowa, to posts or Indian agencies, above mentioned or referred to in annexed tabular statement, or in article 1 of this agreement, in the event of failure by river, without any additional charge to the United States Government, but at the rates specified in the annexed tabular statement, and remarks or memoranda above referred to, or indicated in article 1 of this agreement; a sufficient guard to be furnished by the Government when required to protect stores, supplies or wagons, while in transitu overland, by application of contractor or his agent to the commanding officer of the nearest military post.

ARTICLE IV. That the said George K. Hazlett agrees and binds himself to furnish such steamboats only as shall conform to the requirements of the St. Louis (Mo.) board of underwriters, and as shall be safe and satisfactory to the quartermaster in charge of transportation at Sioux City, Iowa; shall provide officers with cabin passage from Sioux City, upward, allowing one hundred pounds of baggage to each, free of charge, and that the steamboats shall be furnished with kitchen-room and cooking-stoves, and all proper accommodations for the use of such troops as may be transported, 80 pounds of baggage to be allowed each soldier, free of charge; also, that the said steamboats shall be provided with troughs and proper conveniences for transporting and feeding horses, mules and cattle, 180 pounds being allowed for each, free of charge; it being expressly understood that no boat loaded with Government property will be allowed to go above Sioux City, Iowa, drawing over $3\frac{1}{2}$ feet of water; and that no boat will be required to go above Sioux City with less than 100 tons of freight.

ARTICLE V. That it shall be the duty of George K. Hazlett, during the time that he shall be absent from Chicago, Ill., to designate and keep an agent at said place, and said George K. Hazlett, or in his absence from Chicago, Ill., his agent, shall be notified when

Government transportation is required; and in order that the said George K. Hazlett shall be in readiness to meet the demands and requirements made upon him for transportation under this contract or agreement, five days' written notice shall be given him or his agent of the quantity and kinds of stores to be transported at any one time, at what time the stores will be ready for delivery to him, and the place of their destination; it being expressly understood that no Government or Indian stores will be allowed to remain longer than ten days at Sioux City, Iowa, while in transitu under this agreement. And in case the said George K. Hazlett fails to furnish the transportation required by the United States Government, the quartermaster in charge of transportation at Chicago, Ill., or Sioux City, Iowa, may furnish the same, and charge the said George K. Hazlett for any expense incurred by the Government in excess of the rates herein provided.

ARTICLE VI. The military, Indian, and Government stores, supplies, wagons and stock which shall be transported under this agreement, shall be consigned to their respective destinations, and receipts on through bills of lading shall be given by the officer of the Quartermaster's Department serving at the place of consignment, for the full quantity of stores and supplies, and number of wagons and stock that shall be delivered; officers and soldiers shall be furnished with transportation orders, the certificates on which to be signed by them when the transportation shall have been furnished; and upon such receipts, payment shall be made to the said George K. Hazlett, as hereinafter provided; also, demurrage to be allowed boats for all unusual or unnecessary detention while en route, provided such detention is caused by proper military order in writing; bills of lading to contain the usual exceptions of the dangers of navigation and fire.

ARTICLE VII. In all cases when stores, supplies and stock have been transported by the said George K. Hazlett, under this agreement, a board of survey, to be applied for in writing by the contractor or his agent, (one member of which board shall be, when practicable, an officer on duty in the Subsistence Department,) shall be called without delay, on their arrival at the point of destination or delivery, to examine the quantity and condition of the property transported, and in case of loss, deficiency or damage, to investigate the facts and report the apparent causes, assess the amount of loss, deficiency or damage, and state whether it was attributable to neglect or want of proper care on the part of the contractor, or to causes beyond his control; and these proceedings, a copy of which shall be furnished to the contractor, shall be attached to the bill of lading, and shall govern the payments to be made on it. Should no board of survey be called when requested by the contractor, through failure on the part of the Quartermaster's Department, or other military authority, to have one convened, the indorsement of the receiving officer on the bill of lading shall alone govern its payment. But before such payment is made, the fact must be shown that the contractor, or his agent, did make application in writing to the quartermaster or receiving officer for a board of survey. If the amount of loss, deficiency or damage, exceeds the value of the bill of lading, it shall be deducted from any payments due or that may become due afterward.

In all cases when the full amount of stores, supplies or stock, is not delivered in accordance with the bill of lading, three times the cost price of the stores, supplies or stock deficient, together with the actual cost of the transportation of same from place of purchase to the point at which they were turned over to the said George K. Hazlett, shall be charged to him; it being understood that such charges apply only to deficiency (attributable to the fault of contractor) in the amount of stores, supplies or stock, delivered, and not to any damage of stores, supplies or stock, actually delivered at their destination—the assessment of such damage to be made by a board of survey, as above provided in this article.

ARTICLE VIII. For and in consideration of the faithful performance of the stipulations of this agreement, the said George K. Hazlett shall be paid at the office of the Quartermaster's Department at Chicago, Illinois, in the legal currency of the United States, agreeably to the rates specified in the tabular statement, remarks or memoranda hereto annexed, signed by the parties to this agreement.

ARTICLE IX. It is expressly understood that no member of Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this contract or agreement, or derive any benefit to arise therefrom.

ARTICLE X. This contract is made subject to the approval of the commanding general of the Military Division of the Missouri.

In witness whereof, the undersigned have hereunto placed their hands and seals, at Chicago, the day and date first above written.

D. H. RUCKER,

Brevet Major General, Assistant Quartermaster General U. S. A.

GEORGE K. HAZLETT.

Witnesses:

GEO. FRANCIS NELSON,
WILLIAM H. MOWRY.

Contract for Missouri River, commencing March 20 and ending October 31, 1870, inclusive.

This agreement, made and entered into this 17th day of February, 1870, by and between Brevet Major General D. H. Rucker, Assistant Quartermaster General United States Army, for and on behalf of the United States, of the first part, and Hiram K. Hazlett, of St. Louis, Missouri, of the second part, his heirs, executors, and administrators, witnesseth: That the said parties have covenanted and agreed, and by these presents do covenant and agree to and with each other, viz:

ARTICLE I. That the said Hiram K. Hazlett shall furnish all the steamboat transportation required by the United States Government for officers and soldiers on the Missouri River, from St. Louis, Missouri, Wyandotte and Fort Leavenworth, Kansas, and Omaha, Nebraska, to Sioux City, Iowa, and Fort Benton, Montana Territory, and the posts or Indian agencies between Sioux City and Fort Benton, and which are mentioned in the tabular statement hereto annexed, and from Sioux City, Iowa, Yaukton agency, Fort Randall, Whetstone, Lower Brulés, and Crow Creek agencies, Fort Sully, Big Cheyenne, and Grand River agencies, Forts Rice, Stevenson, and Buford, Dakota Territory, and Camp Cooke, Montana Territory, to any or all the posts or Indian agencies that are above, each respectively, at any time from March 20, 1870, to October 31, 1870, and shall receive, at any time during said period, from the officers or agents of the Quartermaster's Department, at St. Louis, Missouri, or any point between St. Louis and Fort Benton mentioned in the tabular statement hereto annexed, all such military, Indian, and Government stores, supplies, wagons and stock as may be offered or turned over to him for transportation, in good order and condition, by said officers or agents of the Quartermaster's Department, and transport the same with dispatch, and deliver them in like good order and condition to the officer or agent of the Quartermaster's Department designated to receive them at Sioux City, Iowa, or any of the posts or Indian agencies above that point, mentioned in the annexed tabular statement; all stores, supplies, wagons and stock, to be delivered at their destination within the year 1870. It being expressly understood that the contractor shall furnish the required transportation from any of the posts, stations, or Indian agencies mentioned in this article, to any post, station, or Indian agency that may be established on the Missouri River, between Sioux City, Iowa, and Fort Benton, Montana Territory, (if any one or more of the posts or Indian agencies named in this agreement are situated between the point of departure and the point of delivery,) at the rate herein provided for transportation from the point of departure to the nearest post or Indian agency named in this agreement, below the point of delivery, added to the rate to be fixed for the additional distance from such nearest post or Indian agency to the point of delivery; the rate of such additional distance to be the same per mile as from the point of departure to the nearest post or Indian agency named in this agreement, to the point of delivery. In case, however, none of the posts or Indian agencies named in this agreement is situated between the point of departure and the point of delivery, then the transportation shall be furnished at the same rate per mile as from the point of departure to the nearest post or Indian agency named in this agreement, above the point of delivery; the distances in all cases are to be determined by the chief quartermaster Military Division of the Missouri. For the faithful performance of the above service, the contractor shall be paid in the manner hereinafter provided in article 12 of this agreement, and at the rates specified and shown in the tabular statement and remarks or memoranda hereto annexed, as signed by the parties to this agreement, which statement and remarks or memoranda are considered a part hereof.

ARTICLE II. That the said Hiram K. Hazlett agrees and binds himself, his heirs, executors, and administrators, to transport, under this agreement, from and to any of the posts, stations, or Indian agencies named or referred to in Article I of this agreement, any number of pounds of stores and supplies from and between 100,000 pounds and 20,000,000 pounds in the aggregate, and in no case to carry private freight or stock to the exclusion of that belonging to the Government.

ARTICLE III. That the said Hiram K. Hazlett agrees and binds himself, his heirs, executors, and administrators, to transport military, Indian, and Government stores, supplies, and wagons by land to Sioux City, or posts, or Indian agencies above, from St. Louis, Missouri, or any intermediate point mentioned or referred to in annexed tabular statement, or in Article I of this agreement, in the event of failure by river, without any additional charge to the United States Government, but at the rates specified in the annexed tabular statement, and remarks or memoranda above referred to, or indicated in Article I of this agreement; a sufficient guard to be furnished by the Government, when required, to protect stores, supplies, or wagons, while in transitu overland, by application of contractor or his agent to the commanding officer of the nearest military post.

ARTICLE IV. That the said Hiram K. Hazlett agrees and binds himself to furnish such steamboats only as shall be approved by the inspector or inspectors of the St. Louis, Missouri, board of underwriters, and as shall be safe and satisfactory to the quartermaster in charge of transportation at St. Louis, Missouri; shall provide officers with

cabin passage, allowing 100 pounds of baggage to each, free of charge; and that the said steamboats shall be furnished with kitchen-room and cooking-stoves, and all proper accommodations for the use of such troops as may be transported, 80 pounds of baggage to be allowed each soldier, free of charge; also be provided with troughs and proper conveniences for transporting and feeding horses, mules, and cattle, 180 pounds being allowed for each, free of charge; it being expressly understood that no steamboat will be required to go above Sioux City with less than 100 tons of freight, and that no boat loaded with Government property will be allowed to go above Sioux City, Iowa, drawing over 3½ feet of water.

ARTICLE V. That it shall be the duty of said Hiram K. Hazlett, during the time that he shall be absent from St. Louis, Missouri, to designate and keep an agent at said place, and said Hiram K. Hazlett, or, in his absence from St. Louis, Missouri, his agent, shall be notified when Government transportation is required at either of the points mentioned or referred to in Article I of this agreement; and in order that the said Hiram K. Hazlett shall be in readiness to meet the demands and requirements made upon him for transportation under this contract or agreement, due written notice shall be given him or his agent of the quantity and kind of stores to be transported at any one time, at what time the stores will be ready for delivery to him, and the place of their destination; that is to say, five days' notice when transportation is required at St. Louis, Missouri; five days' notice when transportation is required at Wyandott, Kansas; eight days' notice when transportation is required at Fort Leavenworth, Kansas; ten days' notice when transportation is required at Omaha, Nebraska; ten days' notice when transportation is required at Sioux City, Iowa; fifteen days' notice when transportation is required at Fort Randall, Dakota Territory; twenty days' notice when transportation is required at Fort Sully, Dakota Territory; twenty-five days' notice when transportation is required at Fort Rice, Dakota Territory; thirty-five days' notice when transportation is required at Fort Stevenson, Dakota Territory; forty days' notice when transportation is required at Fort Buford, Dakota Territory; and fifty days' notice when transportation is required at Camp Cooke, Montana Territory. And in case the said Hiram K. Hazlett fails to furnish the transportation required by the United States Government, the quartermaster in charge of transportation at any of the aforesaid posts or stations may furnish the same, and charge the said Hiram K. Hazlett for any expense incurred by the Government in excess of the rates herein provided.

ARTICLE VI. The military, Indian, and Government stores, supplies, wagons, and stock which shall be transported under this agreement, shall be consigned to their respective destinations, and receipts on bills of lading shall be given by the officer of the Quartermaster's Department serving at the place of consignment for the full quantity of stores and supplies and number of wagons and stock that shall be delivered; officers and soldiers shall be furnished with transportation orders, the certificates on which to be signed by them when the transportation shall have been furnished; and upon such receipts payment shall be made to the said Hiram K. Hazlett as hereinafter provided; also demurrage to be allowed boats for all unusual or unnecessary detention when en route, provided such detention is caused by proper military order in writing; bills of lading to contain the usual exceptions of the dangers of navigation and fire.

ARTICLE VII. In all cases when stores, supplies, and stock have been transported by the said Hiram K. Hazlett, under this agreement, a board of survey, to be applied for in writing by the contractor or his agent, (one member of which board shall be, when practicable, an officer on duty in the Subsistence Department,) shall be called without delay, on their arrival at the point of destination or delivery, to examine the quantity and condition of the property transported, and in case of loss, deficiency, or damage, to investigate the facts and report the apparent causes, assess the amount of loss, deficiency, or damage, and state whether it was attributable to neglect or want of proper care on the part of the contractor, or to causes beyond his control; and these proceedings, a copy of which shall be furnished to the contractor, shall be attached to the bill of lading, and shall govern the payments to be made on it. Should no board of survey be called when requested by the contractor, through failure on the part of the Quartermaster's Department or other military authority to have one convened, the indorsement of the receiving officer on the bill of lading shall alone govern its payment. But before such payment is made the fact must be shown that the contractor or his agent did make application in writing to the quartermaster or receiving officer for a board of survey. If the amount of loss, deficiency, or damage exceeds the value of the bill of lading, it shall be deducted from any payments due or that may come due afterward. In all cases when the full amount of stores, supplies, or stock is not delivered in accordance with the bill of lading, three times the cost price of the stores, supplies, or stock deficient, together with the actual cost of the transportation of same from place of purchase to the point at which they were turned over to the said Hiram K. Hazlett, shall be charged to him; it being understood that such charges apply only to deficiency (attributable to the fault of contractor) in the amount of stores, supplies, or stock delivered, and not to any damage of stores, supplies, or stock actually delivered at their destination; the assessment of such damage to be made by a board of survey, as above provided in this article.

ARTICLE VIII. It is understood that the Government will, whenever it is deemed advisable, contract for forage, to be delivered at Sioux City, Iowa, and Fort Benton, Montana Territory, or any post, station, or Indian agency between Sioux City and Fort Benton, mentioned in the tabular statement hereto annexed, or at any post, station, or Indian agency that may be established between Sioux City and Fort Benton.

ARTICLE IX. It is understood that nothing herein contained shall be so construed as to prevent the United States Government from transporting troops, or public property of any kind, on any boat belonging to the Government.

ARTICLE X. It is expressly understood that nothing herein contained shall be so construed as to prevent the United States from transporting public or Indian stores, supplies, wagons, horses, mules, or cattle, on through bills of lading, or from transporting troops from Chicago, Ill., to posts on the Missouri River, above Sioux City, Iowa, mentioned or referred to in annexed tabular statement, or in Article I, of this agreement, and thereby using other steamboats than those in the interest of said Hiram K. Hazlett.

ARTICLE XI. It is understood that if, at any time from March 20 to October 31, 1870, inclusive, troops, stores, supplies, wagons, or stock are required to be transported down stream from Fort Benton, M. T., or from any post or station between Fort Benton and St. Louis, mentioned in annexed tabular statement, to St. Louis, or from and to any point between Fort Benton and St. Louis, they shall be carried on the same terms and conditions herein provided for up-stream transportation; provided always, that the said Hiram K. Hazlett shall not be compelled to send a steamboat up stream for this exclusive purpose, unless to bring down at least one hundred and sixty tons of freight.

ARTICLE XII. For and in consideration of the faithful performance of the stipulations of this agreement, the said Hiram K. Hazlett shall be paid at the office of the Quartermaster's Department at St. Louis, Mo., in the legal currency of the United States, agreeably to the rates specified in the tabular statement, remarks or memoranda hereto annexed, signed by the parties to this agreement.

ARTICLE XIII. It is expressly understood that no member of Congress, officer, agent, or employé of the Government shall be admitted to any share or part in this contract or agreement, or derive any benefit to arise therefrom.

ARTICLE XIV. This contract is made subject to the approval of the Commanding General of the Military Division of the Missouri.

In witness whereof, the undersigned have hereunto placed their hands and seals, at Chicago, Ill., the day and date first above written.

D. H. RUCKER,
Brevet Major General, Assistant Quartermaster General U. S. Army.
HIRAM K. HAZLETT.

Witnesses:
GEORGE FRANCIS NELSON.
E. M. WHITE.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, July 22, 1870.

COMMISSIONER: I am directed by the Hon. Secretary of the Interior to inform you that it is desired to have some presents purchased for the Osages, to be issued to them at the council to be held on or about the 20th proximo, in the country to which they are to be removed; the kind and quantity of the articles to be determined by you.

Very respectfully, your obedient servant,

WM. F. CADY,
Acting Commissioner.

Hon. E. S. PARKER,
Commissioner Indian Affairs.
(Care of Messrs. Buckley, Welling & Co., 380 and 382 Broadway, New York City.)

[Telegram.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 5, 1870.

To the publisher of the Chicago Republican, Chicago, Illinois:

Continue advertisement for proposals for supplies for Indians, dated 26th ultimo, in your paper until the 12th instant, with following addition:

Notice.—The time for receiving proposals, under the above advertisement, is extended to 12th instant, at 12 m.

E. S. PARKER,
Commissioner.

[Copy telegraphed to all papers West, publishing advertisement.]

Estimate of subsistence supplies required at Whetstone agency, Dakota Territory, for issue to Indians, for nine months commencing October 1, 1870, and ending June 30, 1871, (273 days,) by Captain De Witt C. Poole, United States Army, and Indian agent.

Agency.	No. to be supplied.	No. of days.	No. of rations.	Rations of—					
				Bacon.	Flour.	Coffee.	Sugar.	Soap.	Salt.
Whetstone, Dakota Territory.	5,000	273	1,365,000	180,000	1,365,000	1,365,000	1,365,000	1,365,000	1,365,000
Amount required				180,000	1,365,000	1,365,000	1,365,000	1,365,000	1,365,000
Amount that will be on hand Sept. 30, 1870				180,000	1,365,000	1,365,000	1,365,000	1,365,000	1,365,000
Amount to be supplied				180,000	1,365,000	1,365,000	1,365,000	1,365,000	1,315,000
Quantity in pounds net				135,000	682,500	27,300	54,600	13,650	13,650

Prices current for cattle in Chicago in June, 1870.

LIVE STOCK MARKET.

June 15.—Cattle: Receipts, 1,861 head. Sales, 554 head, at \$4 75 for cows; \$6 75 a \$7 00 for light; \$7 75 a \$8 55 for good to choice; and \$3 75 a \$9 00 for extra to prime shipping heaves. Market quiet and unchanged. Demand almost exclusively for the upper qualities.

No.	Average.	Price.	No.	Average.	Price.	No.	Average.	Price.
34	1,214	\$7 75	16	1,319	\$8 87½	21	1,032	\$5 50
17	800	4 75	20	870	4 00	32	1,313	9 00
36	1,230	8 37½	30	1,265	9 00	18	1,008	7 00
20	1,017	5 50	17	1,058	8 12½	17	1,162	7 75

June 18.—Cattle: Receipts, 309 head. Sales, 875 head, at \$3 25 a \$4 50 for common to fair Texan steers; \$4 00 a \$6 65 for stock and butchers' cattle; \$6 25 a \$8 25 for fair to choice; and \$8 45 a \$8 60 for extra shipping steers. Market very active but prices low and variable.

No.	Average.	Price.	No.	Average.	Price.	No.	Average.	Price.
12	1,183	\$7 80	9	940	\$5 75	35	1,174	\$5 75
16	1,145	6 80	15	751	4 00	85	324	3 25

June 20.—Cattle: Receipts, 2,005 head. Sales, 997 head, at \$3 75 a \$5 25, for Texan steers and native cows; \$5 50 a \$6 50 for fair to good butchers' steers; \$7 00 a \$7 87½ for good to choice; and \$8 00 a \$8 87½ for extra shipping steers. The market opened active and steady at about Saturday's figures, but closed dull, heavy, and drooping, on account of dispatches from New York quoting a decline of \$1 50 per 100 pounds.

No.	Average.	Price.	No.	Average.	Price.	No.	Average.	Price.
31	1,325	\$8 35	91	1,000	\$3 75	23	1,330	\$8 37½
31	1,270	8 25	51	1,166	7 62½	17	1,272	8 50
47	1,237	7 87½	90	1,461	8 62½	45	1,372	8 87½
14	1,240	6 50	9	1,100	5 25	60	1,326	7 24

June 22.—Cattle: Receipts, 1,617 head. Sales, 515 head, at \$3 50 a \$5 50 for Texan and stock cattle; \$6 00 a \$7 12½ for light to fair; \$7 50 a \$8 50 for good to choice; and \$8 85 for extra prime beeves. Market quiet at about previous quotations.

No.	Average.	Price.	No.	Average.	Price.	No.	Average.	Price.
52	1,125	\$7 50	16	1,023	\$6 00	17	922	\$5 50
36	958	5 00	17	1,091	7 75	26	652	2 50
18	930	6 00	7	721	3 50	19	953	6 00
16	970	6 25						

June 27.—Cattle: Receipts, 1,965 head. Sales, 1,618 head at \$3 25 a \$6 10 for Texan steers and cows; \$6 75 a \$7 62½ for fair to medium; and \$8 a \$8 75 for good to extra shipping steers. A premium lot, averaging 1,403 pounds, sold at \$9 25. Upper grades active, steady, and firm; other descriptions quiet, and nominally unchanged.

No.	Average.	Price.	No.	Average.	Price.	No.	Average.	Price.
52	1,100	\$7 15	90	1,008	\$3 30	68	1,103	\$6 40
18	930	3 25	53	752	3 35	48	1,363	8 75
150	1,400	8 75	56	1,355	8 62½	37	950	3 25
80	1,207	8 00	40	1,167	7 62½	16	1,143	6 75

June 29.—Cattle: Receipts, 1,995 head. Sales, 1,040 head, at \$4 25 a \$6 for common to fair cows and light steers; \$6 25 a \$7 50 for medium to good, and \$7 87½ a \$8 25 for good to choice fleshy steers. Prices steady, and market active on local and shipping account.

No.	Average.	Price.	No.	Average.	Price.	No.	Average.	Price.
20	912	\$5 40	17	1,175	\$8 15	35	1,123	\$8 00
48	1,138	7 50	48	1,162	8 10	35	1,163	8 12½
18	773	5 00	31	1,172	7 87½	8	918	4 25
10	893	4 50						

June 30.—Cattle: Receipts, 2,130 head. Sales, 962 head, at \$3 a \$5 75 for Texan and butchers' cattle; \$6 a \$7 for fair to medium; \$7 25 a \$8 25 for good to choice, and \$8 50 a \$9 for extra to premium shipping steers. Market steady and firm under an active inquiry; chiefly, however, for shipment.

No.	Average.	Price.	No.	Average.	Price.	No.	Average.	Price.
29	960	\$5 30	16	1,020	\$7 00	16	1,200	\$8 50
51	1,185	8 15	10	1,031	7 25	61	1,354	9 00
32	1,205	8 12½	38	915	5 37½	50	1,193	8 25

J. W. Bosler, Esq., in account with Jay Cooke & Co., New York.

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1870.	By draft—		1870.	* Balance	\$3,059 74
June 9	B. W. Posey & Co.....	\$200 00	May 30	Interest to date	131 02
June 16	Self	100 00	June 7	B. F. Rice, and interest	5,030 13
June 16	S. Hawk	100 00	June 16	Rem	15,000 00
June 16	Berger, Hurlbut & Living- ston.	10,000 00	July 29	Carlisle Dep. bank drafts	20,150 80
June 16	Stanton, Sheldon & Co.....	10,000 00	Aug. 5	Rem	137,574 11
June 18	Jesse Oakley & Co., (D. W. C. Wheeler, indorser.)	1,027 20	Aug. 26	Rem	97,550 14
June 30	P. B. Weir & Co	100 00	Sept. 2	Interest to date	157 11
July 8	P. B. Weir & Co	8,000 00	Sept. 2	Rem	160,124 12
July 11	Jos. Bosler	100 00	Sept. 28	Error and interest	12,006 56
July 11	Jos. Bosler	3,150 00	Oct. 6	Bosler & Brother	20,000 00
July 11	Jos. Bosler	9,000 00	Oct. 12	D. W. C. Wheeler	15,000 00
July 27	National Bank, Omaha	100 00	Oct. 21	Carlisle Dep. draft	12,000 00
Aug. 1	S. Hawk	100 00	Oct. 28	Rem	95,664 44
Aug. 3	W. Hawk	100 00	Oct. 29	Rem	177,135 29
Aug. 5	Park National Bank	50,000 00	Nov. 5	Rem	137,791 89
Aug. 5	Guthrie Kuntz	45,000 00	Dec. 1	Rem	201,929 56
Aug. 5	A. S. H. White	25 00	Dec. 1	Interest to date	967 40
Aug. 5	Self	100 00	Dec. 22	Rem	23,855 03
Aug. 6	S. Hawk	100 00	1871.		
Aug. 6	J. Bayley, jr.	38 50	Jan. 3	Interest	805 49
Aug. 9	J. P. Hassler, cashier	35,000 00			
Aug. 17	D. W. C. Wheeler	2,500 00			
Aug. 20	Tiffany & Co.	397 86			
Aug. 20	Pool, Nazoo, Kimball & Co	100 00			
Aug. 23	S. Hawk	100 00			
Aug. 30	J. P. Hassler, cashier	50,000 00			
Sept. 2	Self	100 00			
Sept. 3	J. W. Bosler, (D. W. C Wheeler, indorser.)	60,969 63			
Sept. 5	John Miller	60 00			
Sept. 7	D. W. C. Wheeler	12,000 00			
Sept. 7	Edward Fenton & Co.	1,693 20			
Sept. 7	J. W. Bosler, (J. H. Bosler & Brother, indorsers.)	31,668 00			
Sept. 19	Gage Brothers & Walters..	100 00			
Sept. 19	Weir & Allison	10,000 00			
Sept. 19	John L. Hancock	10,000 00			
Sept. 23	Gage Brothers & Walters..	100 00			
Sept. 24	Gage Brothers & Walters..	12,000 00			
Sept. 27	George H. Charles	5,000 00			
Sept. 27	A. Konutz, cashier	3,900 00			
Sept. 28	Gage Brothers & Walters..	100 00			
Sept. 29	John L. Hancock	30,000 00			
Oct. 3	J. H. Bosler	16,000 00			
Oct. 3	Gage Brothers & Walters..	120 25			
Oct. 7	Bank of Omaha	200 00			
Oct. 7	John H. Greene	2,000 00			
Oct. 10	J. G. Hoffmeyer	2,695 75			
Oct. 10	Weir Allison	5,000 00			
Oct. 13	John L. Hancock	45,700 00			
Oct. 14	Joab Lawrence	1,364 00			
Oct. 17	A. R. Potts	50 00			
Oct. 19	J. P. Hassler, cashier	1,020 00			
Oct. 20	John H. Charles	5,000 00			
Oct. 21	Self	500 00			
Oct. 21	National Park Bank	10,000 00			
Oct. 22	Tiffany & Son	602 20			
Oct. 24	Pool, Nazro, Kimball & Co	100 00			
Oct. 29	Kuntz & Brother	30,000 00			
Oct. 29	Kuntz & Brother	40,000 00			
Oct. 31	Joab Lawrence, president..	45,374 87			
Nov. 1	J. C. & Co.,	100 00			
Nov. 1	Hotchkiss	50 00			
Nov. 3	Kuntz & Brother	40,000 00			
Nov. 3	J. P. Hassler, cashier	5,000 00			
Nov. 7	Field, Lester & Co., (Ran- dall & Miner, indorsers.	2,850 00			
Nov. 8	Kuntz Brothers	20,000 00			
Nov. 11	Kuntz Brothers	75,000 00			
Nov. 11	John N. Eby	100 00			
Nov. 11	Self	100 00			
Nov. 12	A. R. Potts	50 00			
Nov. 12	John H. Charles	12,653 25			
Nov. 14	G. D. Nutter	1,500 00			
Nov. 16	Kuntz Brothers, (Joab Law- rence, indorser.)	11,500 00			
Nov. 16	J. P. Hassler, (J. P. Hass- ler, cashier, indorser.)	3,300 00			
Nov. 17	J. P. Hassler, cashier	20,000 00			
Nov. 22	Kuntz Brothers, (Joab Law- rence, indorser.)	4,229 50			

J. W. Bosler, Esq., in account with Jay Cooke & Co., New York—Continued.

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Nov. 22	John Brady	19 50		
Nov. 26	D. W. C. Wheeler	10,000 00		
Nov. 30	J. P. Hassler, cashier	12,082 72		
Dec. 2	Kuntz Brothers	87,000 00		
Dec. 2	A. S. H. White	125 00		
Dec. 5	A. Bosler	5,000 00		
Dec. 6	Kuntz Brothers	2,742 75		
Dec. 10	Self	500 00		
Dec. 10	Tiffany & Co	374 00		
Dec. 12	Buckly, Willy & Co	100 00		
Dec. 17	Leonard, Shelton & Foster	15,000 00		
Dec. 20	C. D. Woolworth	2,656 25		
Dec. 21	F. Rossue & Son	110 37		
Dec. 23	J. P. Hassler	6,000 00		
Dec. 23	J. P. Hassler	4,000 00		
Dec. 27	National Park Bank	10,000 00		
1871.				
Jan. 3	J. P. Hassler, cashier	10,000 00		
Jan. 17	J. W. Bosler	20 00		
Jan. 20	A. Kountz	5,000 00		
Jan. 21	Potter & Stymas	900 00		
Jan. 24	J. B. Dillon	11,640 00		
Jan. 25	J. A. Marlow	3,000 00		
Jan. 26	R. A. Busher	2,000 00		
Jan. 27	J. A. Marlow	3,000 00		
Jan. 27	J. A. Marlow	3,000 00		
	Balance	136,390 20		
	Total	1,135,932 00		
			Total	1,135,932 00
			Balance	136,390 00

STATE, CITY, AND COUNTY OF NEW YORK, ss :

I, J. D. Freeborn, being duly sworn, do depose and say that the above is a correct transcript of J. W. Bosler's account since May 30, 1870.

[SEAL.]

J. D. FREEBORN.
DUNCAN MCGREGOR,
Notary Public, New York City and County.

No. 1.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
Joab Lawrence, Pres't & Sup't. } (Sioux City and Fort Benton Line of Steamers,
C. D. Woolworth, Sec. } Sioux City, Iowa, November 14, 1870.
Sam. DeBow, Gen'l Ag't. }

UNITED STATES,

To C. D. WOOLWORTH, secretary Northwest Transportation Company, DR.
To transportation of Indian supplies and annuities from Sioux City as follows:

Articles.	Destination.	Weight.	Rate.	Amount.
1,212 bags flour	Whetstone	121,200	\$3 25	\$3,939 00
57 packages annuities	Fort Berthold	7,220	7 50	541 50
Total				4,480 50

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Andrew Ackley, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain W. Clifford, at Fort Berthold, Dakota Territory, (the dangers of river navigation, fire, explosion, and collision excepted, at the rate of — as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

SIOUX CITY, IOWA, September 24, 1870.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers: Captain W. Clifford, United States agent, Fort Berthold, Dakota Territory. Articles: 4 bales merchandise, 20 cases merchandise, 33 caddies tobacco. Weight: 7,220 pounds.

Received at Fort Berthold, Dakota Territory, October 17, 1870, the above goods in good order and condition of steamer Andrew Ackley.

W. CLIFFORD,
Captain United States Army, Indian Agent.

SIOUX CITY, IOWA, October 30, 1870.

Received of the steamer North Alabama on board the steamboat Miner the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major D. C. Poole, United States agent, at Whetstone agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of ——— as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers: Major D. C. Poole, United States agent, Whetstone agency. Articles: 1,212 bags flour. Weights: ———.

GOULD, Clerk.

WHETSTONE AGENCY, DAKOTA TERRITORY,
November 3, 1870.

Received the above twelve hundred and twelve (1,212) sacks of flour.

DE WITT C. POOLE,
Captain United States Army, Indian Agent.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE,
January 21, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH,
Second Auditor.

No. 2.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
Joab Lawrence, Pres't and Sup't. } (Sioux City and Fort Benton Line of Steamers.)
C. D. Woolworth, Secretary. }
Sam. De Bow, General Agent. } *Sioux City, Iowa, December 8, 1870.*

UNITED STATES

To C. D. WOOLWORTH, Secretary Northwest Transportation Company, DR.
To transportation from Sioux City to Indian agencies on Missouri River, as follows:

Articles.	Destination.	Weight.	Rate.	Amount.
		<i>Pounds.</i>		
157 bags flour	Whetstone agency ...	15,700	\$3 25	\$510 25
75 bags flour	Yankton agency	75,000	2 25	168 75
1,241 bags flour	Yankton agency	124,100	2 25	2,792 25
Total .....	.....	214,800	.....	3,471 25

SIoux CITY, IOWA, November 9, 1870.

Received of the Hon. E. S. Parker, Commissioner Indian Affairs, on board the steamboat, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. M. Goodhue, United States Army, and Indian agent at Yankton Agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of, as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass, and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

For United States Indian agent, Yankton agency, 75 sacks flour, 7,500 pounds.

Received the above in apparent good order, (75 sacks flour.)

J. M. GOODHUE,

Major United States Army and Indian Agent.

SIoux CITY, IOWA, November 5, 1870.

Received of the Hon. E. S. Parker, Commissioner of Indian Affairs, on board the steamboat, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain D. C. Poole, Indian agent at Whetstone agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of, as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass, and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from Sioux City to Whetstone agency, at ——— per 100 pounds.

One hundred and fifty-seven sacks flour, for D. C. Poole, captain United States Army, Whetstone agency; weight, 15,700 pounds.

Received 157 sacks of flour in good order and condition.

J. M. WASHBURN,

United States Indian Agent.

SIoux CITY, IOWA, November 26, 1870.

Received of the Hon. E. S. Parker, Commissioner of Indian Affairs, on board the steamboat, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major S. D. Webster, United States Indian agent at Yankton agency, Dakota Territory, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of, as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, damage, or leakage of all kinds of liquids, breakage of marble, glass, and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

One thousand two hundred and forty-one sacks flour, for S. D. Webster, United States Indian agent, Yankton agency; weight, 124,100 pounds.

Received the above 1,241 sacks flour in apparent good order.

S. D. WEBSTER,

United States Agent, Yankton Sioux.

TREASURY DEPARTMENT,
Second Auditor's Office, January 21, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH,
Second Auditor.

No. 3.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
Joab Lawrence, Pres't & Sup't. } (Sioux City and Fort Benton Line of Steamers.)
C. D. Woolworth, Sec'y. }
Sam. DeBow, Gen'l Agent. } *Sioux City, Iowa, November 22, 1870.*

THE UNITED STATES

To C. D. WOOLWORTH, secretary Northwest Transportation Company, Dr.
For transportation from Sioux City to Whetstone agency of 1,219 sacks flour,
121,900 pounds, at \$3 25 per 100 pounds..... \$3,961 75

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Ida Reese No. 2, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major D. C. Poole, United States agent at Whetstone agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of, as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	Articles.	Weights.
Major D. C. Poole, United States Indian agent, Whetstone agency, Dakota Territory.	1, 225 bags flour. 6 sacks short. 1, 219	121, 900

Received the above 1,219 sacks of flour in good order and condition.

DE WITT C. POOLE,
United States Army and Indian Agent.

WHETSTONE AGENCY, D. T., November 15, 1870.

TREASURY DEPARTMENT,
Second Auditor's Office, January 21, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH,
Second Auditor.

No. 4.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
 Joab Lawrence, Pres't & Supt. } (Sioux City and Fort Benton Line of Steamers.)
 C. D. Woolworth, Sec'y! } *Sioux City, Iowa, November 10, 1870.*
 Sam. De Bow, Gen'l Agent. }

UNITED STATES TO C. D. WOOLWORTH, Secretary Northwest Transportation Co., DR.
 To transportation of Indian supplies from Sioux City to agencies on Missouri River as follows:

Articles.	Destination.	Weight.	Rate.	Amount.
		<i>Pounds.</i>		
300 bags flour	Crow Creek agency..	30,000	\$4 25	\$1,275 00
355 bags bacon	Crow Creek agency..	70,007	4 25	2,975 30
500 bags flour	Cheyenne agency....	50,000	5 25	2,625 00
1,528 bags flour	Grand River agency..	152,800	6 25	9,550 00
Total .....	.....	302,807	.....	16,425 30

SIoux CITY, IOWA, *October 16, 1870.*

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat *Ida Reese No. 2*, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain W. H. French, United States agent at Crow Creek agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

300 bags flour, for Captain W. H. French, United States Indian agent, Crow Creek agency, Dakota Territory; weight 30,000 pounds.

Received the above in good order and condition.

WM. H. FRENCH, JR.,
First Lieutenant U. S. Army, Indian Agent.

SIoux CITY, IOWA, *October 16, 1870.*

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat *Ida Reese No. 2*, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain W. H. French, United States agent at Crow Creek agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is a part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

355 sacks bacon, for Captain W. H. French, United States Indian agent, Crow Creek agency, Dakota Territory; weight, 70,007 pounds.

Received the above in good order and condition.

W. H. FRENCH, JR.,
First Lieutenant U. S. Army, Indian Agent.

SIoux CITY, IOWA, October 16, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat *Ida Reese No. 2*, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. A. Herne, United States agent at Grand River agency, (the dangers of river navigation, fire, explosion and collision excepted,) at the rate of as per contract and charges, upon the following conditions.

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

1,528 bags flour, for Major J. A. Herne, United States Indian agent, Grand River agency, Dakota Territory; weight, 752,800 pounds.

Received in good order October 31, 1870, at Grand River agency, Dakota Territory.

J. A. HERNE,

Captain U. S. Army, Indian Agent.

SIoux CITY, IOWA, October 16, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat *Ida Reese No. 2*, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major G. M. Randall, United States agent at Cheyenne agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

500 bags flour, for Major G. M. Randall, United States Indian agent, Cheyenne, agency; weight, 50,000 pounds.

Received October 28, 1870, in good order and condition.

GEO. M. RANDALL,

Captain United States Army, Indian Agent.

TREASURY DEPARTMENT,

Second Auditor's Office, January 21, 1871.

I certify the foregoing to be true copies of the original filed in this office.

E. B. FRENCH,

Second Auditor.

No. 5.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
 Joab Lawrence, Pres't and Sup't. } (Sioux City and Fort Benton Line of Steamers,)
 C. D. Woolworth, Sec'y. } *Sioux City, Iowa, October 15, 1870.*
 Sam. DeBow, Gen'l Agent. }

THE UNITED STATES

To C. D. WOOLWORTH, secretary Northwest Transportation Co.,

DR.

For transportation of Indian supplies from Sioux City, as follows:

Articles.	Destination.	Weight.	Rate.	Amount.
		<i>Pounds.</i>		
1, 117 bags flour	Yankton agency	111, 700	\$2 25	\$2, 513 25
1, 706 bags flour	Whetstone agency	170, 600	3 25	5, 544 50
719 bags bacon	Whetstone agency	140, 131	3 25	4, 554 25
515 packages supplies and merchandise.	Whetstone agency	95, 020	3 25	3, 088 15
1, 760 bags flour	Whetstone agency	176, 000	3 25	5, 720 00
2, 200 bags flour	Crow Creek agency	220, 000	4 25	9, 350 00
Total .....	.....	913, 451	.....	30, 770 15

SIOUX CITY, IOWA, October 6, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Miner, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. M. Goodhue, at Yankton agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass, and hardware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, eastings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

1,117 bags flour, for Major J. M. Goodhue, United States Indian agent, Yankton agency; weight, 111,700 pounds.

YANKTON AGENCY, October 9, 1870.

Received the above 1,117 bags flour in good order.

J. M. GOODHUE,

Major United States Army, Indian Agent.

SIOUX CITY, IOWA, October 7, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat North Alabama, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major D. C. Poole, United States agent at Whetstone agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

1,706 bags flour, for Major D. C. Poole, United States Indian agent, Whetstone agency, Dakota Territory; weight, 170,600 pounds.

WHETSTONE AGENCY, D. T., October 12, 1870.

Received the above flour in apparent good order, 1,706 sacks.

DEWITT C. POOLE,
Captain United States Army, Indian Agent.

SIoux CITY, IOWA, October 7, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat North Alabama, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major D. C. Poole, United States agent at Whetstone agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

719 sacks bacon, for Major D. C. Poole, United States Indian agent at Whetstone agency, Dakota Territory; weight, 140,131 pounds.

WHETSTONE, D. T., October 12, 1870.

Received the above bacon in good order.

DEWITT C. POOLE,
Captain United States Army, Indian Agent.

SIoux CITY, IOWA, September 30, 1870.

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat Deer Lodge, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	No. of car.	Articles.	Weight.
Captain D. C. Poole, Whetstone agency, Dakota Territory.	5066	80 barrels sugar.	<i>Pounds.</i>
	3060	80 barrels sugar.	
	5484	43 barrels sugar.	
		203 barrels sugar	48, 491
	2910	184 boxes soap	12, 880
	2846	32 boxes tobacco	7, 625
	2335	{ 14 bales merchandise.. }	7, 394
		{ 19 boxes merchandise }	
	4129	{ 3 boxes hats	14, 900
		{ 48 bales merchandise.. }	
	3000	12 boxes merchandise ..	3, 730
Total.....			95, 020

WHETSTONE AGENCY, D. T., October 10, 1870.

Received the above-mentioned goods in good order and condition.

DEWITT C. POOLE,
Captain United States Army, Indian Agent.

SIoux CITY, IOWA, September 30, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Deer Lodge, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain D. C. Poole, Indian agent, Whetstone agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods:

Through from ——— to ———, at ——— per 100 pounds.

1,760 sacks flour, for Captain D. C. Poole, Indian agent, Whetstone agency, Dakota Territory, 176,000 pounds.

WHETSTONE AGENCY, D. T., October 10, 1870.

Received the above-mentioned goods in good order and condition.

DEWITT C. POOLE,
Captain United States Army, Indian Agent.

SIoux CITY, IOWA, October 6, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Sioux City, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain W. H. French, Indian agent at Crow Creek agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of, as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper, hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods:

Through from ——— to ———, at ——— per 100 pounds.

2,200 sacks flour, (no marks;) weight, 220,000 pounds.

CROW CREEK AGENCY, October 12, 1870.

Received the above in good condition.

WM. H. FRENCH, JR.,
First Lieutenant United States Army, Indian Agent.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
Joab Lawrence, Pres't & Sup't. } (Sioux City and Fort Benton Line of Steamers.)
C. D. Woolworth, Sec'y. }
Sam. DeBow, Gen'l Agent. } *Sioux City, Iowa, October 10, 1870.*

UNITED STATES

To C. D. WOOLWORTH, secretary Northwest Transportation Company, DR.

To transportation of Indian supplies, &c., as follows:

April 14.—1 bl. & bx. from Sioux City to Fort Berthold, 160 lbs., at 7½c.....	\$12 00
April 20.—114 p'ks sundries, from Sioux City to Fort Berthold, 16,091, at 7½c. 1,206 82	
4 horses, from Sioux City to Fort Berthold, \$52 each.....	208 00
2 bx. drugs, from Sioux City to Grand River, 400 lbs., at 6½c.....	25 00
	<hr/> 1,451 82 <hr/>

SIoux CITY, IOWA, April 14, 1870.

Received of Governor John A. Burbank, on board the steamboat Deer Lodge, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major W. Clifford at Berthold Indian agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from Sioux City to Fort Berthold, at ——— per 100 pounds.

1 barrel garden seed, weight, 100 pounds; 1 box and contents, weight, 60 pounds; from Governor John A. Burbank, for Major W. Clifford, Berthold agency.

Received the above in good order at Fort Berthold.

W. CLIFFORD,
Captain U. S. Army, Indian Agent.

SIoux CITY, IOWA, April 20, 1870.

Received of Governor John A. Burbank, on board the steamboat Silver Lake No. 4, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain W. Clifford at Fort Berthold agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	Articles.	Weights.
Captain W. Clifford, Fort Berthold agency, Dakota Territory.	17 barrels seeds.....	<i>Pounds.</i> 4, 043
	2 bundles harness.....	95
	10 sacks seeds.....	} 1, 120
	1 sack seeds.....	
	9 sacks seeds.....	1, 025
	10 sacks seeds.....	1, 320
	42 sacks seeds.....	6, 000
	8 stirring-plows.....	540
	3 breaking-plows.....	465
	1 horse-cultivator.....	260
	2 horse-rakes.....	275
	2 grindstones.....	150
	1 platform scales.....	190
	1 corn-planter.....	14
	4 bundles iron.....	455
	1 box sundries.....	139
	4 horses and feed.....	-----
	-----	16, 091

Received the above in good condition.

W. CLIFFORD,
Captain U. S. Army, Indian Agent.

SIOUX CITY, IOWA, May 31, 1870.

Received of the governor, J. A. Burbank, on board the steamer North Alabama, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. A. Hearn at Grand River agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Seven boxes drugs for Major J. A. Hearn, United States Indian agent, Grand River agency; weight, 400 pounds.

Received, Grand River agency, Dakota Territory, June 11, 1870, of steamer North Alabama, the above articles in good order and condition.

J. A. HEARN,
Brevet Major U. S. Army, Indian Agent.

TREASURY DEPARTMENT,
Second Auditor's Office, January 21, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH,
Second Auditor.

No. 6.

SIOUX CITY, IOWA, October 31, 1870.

UNITED STATES INDIAN DEPARTMENT

To NORTHWESTERN TRANSPORTATION COMPANY,

Dr.

Transportation Indian supplies as follows:

Destination.	Articles.	Weight.	Rate.	Amount.
		<i>Pounds.</i>		
Siox City to Yankton agency	1, 000 sacks flour	100, 000	\$2 25	\$2, 250
Siox City to Grand River agency ..	1, 000 sacks flour	100, 000	6 25	6, 250
				8, 500

SIOUX CITY, IOWA, October 19, 1870.

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat *Meiner*, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to the United States agent at Yankton agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

1,000 sacks flour for Major J. M. Goodhue, United States Indian agent, Yankton agency, Dakota Territory; weight 100,000 pounds.

YANKTON AGENCY, October 22, 1870.

Received, Yankton agency, October 22, 1870, the above flour in good order.

J. M. GOODHUE,

Major United States Army and Indian Agent.

SIOUX CITY, IOWA, October 8, 1870.

Received of the Hon. E. S. Parker, Commissioner of Indian Affairs, on board the steamboat *Far West*, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. A. Hearn, United States Indian agent at Grand River agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from Sioux City to Grand River, at ——— per 100 pounds.

1,000 sacks flour, weight 100,000 pounds.

Received the above 1,000 sacks flour in good order and condition.

J. A. HEARN,

Captain United States Army, Indian Agent.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
 Joab Lawrence, Pres't & Sup't. } (Sioux City and Fort Benton Line of Steamers,)
 C. D. Woolworth, Sec'y. } *Sioux City, Iowa, November 1, 1870.*
 Sam. De Bow, Gen'l Ag't. }

UNITED STATES

To C. D. WOOLWORTH, secretary Northwest Transportation Co., Dr.
 For transportation of Indian supplies from Sioux City to Grand River and Crow Creek agencies, as follows:

Destination.	Articles.	Weight.	Rate.	Amount.
		<i>Pounds.</i>		
Crow Creek agency.....	650 sacks flour.....	65,000	\$4 25	\$2,762 50
Grand River agency.....	2,000 sacks flour.....	200,000	6 25	12,500 00
Grand River agency.....	1,100 sacks flour.....	110,000	6 25	6,875 00
Grand River agency.....	41 cases tobacco, 9,845 lbs.. }	190,379	6 25	11,898 68
	1 bale, 1 box m'd'se, 360 lbs. }			
	1,003 sacks bacon, 180,174 lbs.			
Total.....	.....			34,036 18

SIoux CITY, IOWA, October 8, 1870.

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat Huntsville, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain W. H. French, at Crow Creek agency (the dangers of river navigation, fire, explosion, and collision excepted) at the rate of, as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

650 sacks flour, for Captain W. H. French, Crow Creek Agency, Dakota Territory. Weight, 65,000 pounds.

Received, Crow Creek agency, October 16, 1870, the above 650 bags of flour, in good order.

WM. H. FRENCH, JR.,
First Lieutenant U. S. Army, Indian Agent

SIoux CITY, IOWA, October 8, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Huntsville, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. A. Hearn, at Grand River (the dangers of river navigation, fire, explosion, and collision excepted) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

2,000 sacks flour for Major J. A. Hearn, United States agent, Grand River, Dakota Territory; weight 200,000 pounds.

Received at Grand River agency, Dakota Territory, October 24, 1870, of the steamboat Huntsville the above stores in good order and condition.

J. A. HEARN,
Captain United States Army, Indian Agent.

SIoux CITY, IOWA, October 7, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Far West, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. A. Hearn, United States agent at Grand River agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

1,100 bags flour, for Major J. A. Hearn, United States agent, Grand River agency, Dakota Territory; weight 110,000 pounds.

Received at Grand River agency, Dakota Territory, October 24, 1870, the above stores in good order and condition.

J. A. HEARN,
Captain U. S. Army, Indian Agent.

SIoux CITY, IOWA, October 7, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Far West, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. A. Hearn, United States agent at Grand River agency, (the dangers of river navigation, fire, explosion, and collision excepted) at the rate of as per contract and charges upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	Articles.	Weights.
Major J. A. Hearn, United States Indian agent, Grand River agency, Dakota Territory.	41 cases tobacco	9,845
	1 bale and 1 box merchandise	360
	113 sacks bacon	180,174
		190,379

Received, at Grand River agency, Dakota Territory, October 24, 1870, the above stores, in good order and condition.

J. A. HEARN,
Captain United States Army, Indian agent.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
 Joab Lawrence, Pres't and Supt. } (Sioux City and Fort Benton Line of Steamers.)
 C. D. Woolworth, Sec'y. }
 Sam DeBow, Gen'l Ag't. } *Sioux City, Iowa, October 29, 1870.*

THE UNITED STATES

To C. D. WOOLWORTH, secretary Northwest Transportation Company, Dr.

For transportation of Indian supplies from Sioux City to Indian agencies on Missouri River, as follows:

Destination.	Articles.	Weight.	Rate.	Amount.
Yankton agency	355 sacks bacon ...	70,388	\$2 25	\$1 583 73
Crow Creek agency	16 cases tobacco ...	3,820	4 25	162 35
Cheyenne agency	500 bags flour	50,000	5 25	2,625 00
Cheyenne agency	358 sacks bacon; 15 cases tobacco.	73,642	5 25	3,866 20
Total .....	.....	.....	.....	8,237 28

SIoux CITY, IOWA, October 17, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat North Alabama, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. M. Goodhue, United States agent at Yankton agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Three hundred and fifty-five sacks of bacon, for Major J. M. Goodhue, United States Indian agent, Yankton agency; weight, 70,388 pounds.

YANKTON AGENCY, October 21, 1870.

Received the above 355 sacks bacon said to contain 70,388 pounds, in good order.

J. M. GOODHUE,
 Major United States Army, Indian Agent.

SIoux CITY, IOWA, October 5, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Ida Stockdale, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain W. H. French, at Crow Creek agency, (the dangers of river navigation, fire explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredation.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

INVESTIGATION INTO INDIAN AFFAIRS.

203

Through from ——— to ———, at ——— per 100 pounds.

16 cases tobacco for Captain Wm. H. French, United States Indian agent, Crow Creek; weight 3,820 pounds.

Received October 12, 1870.

W. H. FRENCH, JR.,

First Lieutenant United States Army, Indian Agent.

SIoux CITY, IOWA, October 5, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Ida Stockdale, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, (the dangers of river navigation, fire, explosion, and collision, excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass, and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

500 bags flour for Major G. M. Randall; weight, 50,000 pounds.

CHEYENNE AGENCY, October 15, 1870.

Received in good order.

GEO. M. RANDALL,

Captain United States Army, Indian Agent.

SIoux CITY, IOWA, October 5, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Ida Stockdale, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major G. M. Randall, at Cheyenne agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	Car.	Articles.	Weight.
Major G. M. Randall, U. S. Indian Agent..	6076	119 sacks bacon.	Pounds.
	3224	120 sacks bacon.	
	4900	119 sacks bacon.	
	3942	358 sacks bacon.	70,027
		15 cases tobacco	3,615
			73,642

Received, Cheyenne agency, October 15, 1870, in good order.

GEO. M. RANDALL,

Captain U. S. Army, Indian Agent.

TREASURY DEPARTMENT,

Second Auditor's Office, January 21, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH, Second Auditor.

No. 7.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
 Joab Lawrence, Pres't and Sup't. } (Sioux City and Fort Benton Line of Steamers.)
 C. D. Woolworth, Sec'y. } *Sioux City, Iowa, October 8, 1870.*
 Sam. De Bow, Gen'l Ag't. }

UNITED STATES

To C. D. WOOLWORTH, secretary Northwest Transportation Company, DR.

For transportation of Indian supplies, &c., from Sioux City, as follows:

Articles.	Destination.	Weight.	Rate.	Amount.
		<i>Pounds.</i>		
67 packages annuity goods	Breckenridge Landing ..	16,485	\$2 25	\$370 91
17 packages annuity goods	Ponca agency	5,250	2 25	118 12
15 boxes tobacco, 1 case merchandise	Yankton agency	4,000		
187 barrels sugar, 92 boxes soap, 127 sacks coffee, 53 packages merchandise	do	84,698		
823 sacks flour	do	82,300	2 25	3,847 45
1,417 sacks flour	Whitestone agency	141,700		
160 barrels sugar, 251 sacks coffee	do	79,656	3 25	7,194 07
184 barrels sugar, 92 boxes soap, 53 packages merchandise	Crow Creek agency	84,039	4 25	3,571 66
1,500 sacks flour	Cheyenne agency	150,000		
682 sacks flour	do	68,200		
125 sacks coffee, 92 boxes soap, 182 barrels sugar, 93 packages merchandise	do	92,639		
400 sacks flour	do	40,000	5 25	18,419 05
2,591 sacks flour	Grand River	259,100		
233 boxes soap, 5 boxes merchandise	do	16,820		
700 sacks flour	do	70,000		
449 barrels sugar, 315 sacks coffee, 149 packages merchandise	do	204,353	6 25	34,392 08
Total		1,395,440		67,913 34

SIOUX CITY, IOWA, September 28, 1870.

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat *Miner*, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to United States agent at Breckenridge Landing, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of contract and charges, upon the following conditions, viz:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass, and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ——— at ——— per 100 pounds.

Marks or numbers.	Car.	Articles.	Weights.
Asa M. Janney, United States agent, Breckenridge Landing, Nebraska.	3000	{ 11 cases merchandise }	<i>Pounds.</i>
		{ 4 bales merchandise }	2,875
	2386	{ 12 bales merchandise }	13,510
		{ 39 cases merchandise }	100
	2910	{ 1 bale merchandise }	16,485

Santee agency, 10th month 1st, 1870.—Received the above-cases and bales.

ASA M. JANNEY,
 United States Indian Agent.

SIOUX CITY, IOWA, *September 28, 1870.*

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Miner, the following articles, in apparent good order, value and contents unknown, marked and numbered as in the margin, to be delivered to Major W. H. Hugo, United States agent at Ponca agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages; furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ——— at — per 100 pounds.

Seven cases and 10 bales merchandise, for Major W. H. Hugo, United States agent, Ponca agency, Nebraska; weight, 5,250 pounds.

PONCA AGENCY, NEBRASKA, *September 30, 1870.*

Received the above-mentioned 7 cases and 10 bales in good order and condition.

WM. H. HUGO,

United States Army, Indian Agent.

SIOUX CITY, IOWA, *September 28, 1870.*

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Miner, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to United States agent, at Yankton agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	Cars.	Articles.	Weight.
Captain J. M. Goodhue, Yankton agency, D. T., U. S. Indian agent.	3610	15 boxes tobacco	3,610
	2910	1 box merchandise	390
			4,000

YANKTON AGENCY, *October 1, 1870.*

Received the above in good order.

J. M. GOODHUE,

Major U. S. Army, Indian Agent.

SIOUX CITY, IOWA, *September 20, 1870.*

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat Miner, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain J. M. Goodhue, Indian agent at Yankton agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove

furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	Cars.	Articles.	Weight.
Capt. J. M. Goodhue, Yankton agency, D. T.	4918	75 bbls. sugar.	
	2620	23 bbls. sugar.	
	4270	80 bbls. sugar.	
		178 barrels, weighing...	43, 643
	3658	92 boxes soap.	6, 256
	3954	127 sacks coffee.	20, 701
	4238	29 cases mdse.	14, 098
		18 bales mdse.	
		6 box tobacco.	
			84, 698

YANKTON AGENCY, D. T., September 24, 1870.

Received the above in good order.

J. M. GOODHUE,
Major U. S. Army, Indian Agent.

SIoux CITY, IOWA, September 28, 1870.

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat Miner, the following articles, in apparent good order, value and contents unknown marked and numbered as in margin, to be delivered to United States agent at Yankton agency, (the dangers of river navigation, fire, explosion, and collision, excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes this risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

823 sacks flour, for Captain J. M. Goodhue, United States agent, Yankton agency, Dakota Territory; weight, 82,300 pounds.

YANKTON AGENCY, D. T., October 1, 1870.

Received the above in good order.

J. M. GOODHUE,
Major U. S. Army, Indian Agent.

SIoux CITY, IOWA, September 23, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Deer Lodge, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain D. W. C. Poole, Indian agent at Whetstone, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds,

and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

1,417 sacks flour, for Captain D. W. C. Poole, Whetstone agency, Dakota Territory. Weight, 141,700.

WHETSTONE AGENCY, DAKOTA AGENCY,
September 27, 1870.

Received the above-named goods in good order and condition.

DEWITT C. POOLE,
Captain United States Army, and Indian Agent.

SIOUX CITY, IOWA, September 23, 1870.

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat Deer Lodge, the following articles in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Captain D. W. C. Poole, Indian agent at Whetstone agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	Cars.	Articles.	Weight.
Captain D.W.C. Poole, Whetstone agency, D. T.	4376	80 bbls. sugar.	38,743
	4118	80 bbls. sugar.	
		160	
	6184	125 sacks coffee }	40,913
	4022	125 sacks coffee }	
			79,656

WHETSTONE AGENCY, D. T., September 27, 1870.

Received the above-named goods in good order and condition.

DEWITT C. POOLE,
Captain U. S. Army, and Indian Agent.

SIOUX CITY, IOWA, September 20, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Sioux City, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin; to be delivered to Captain W. H. French, Indian agent, at Crow Creek agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids; breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks and numbers.	Cars.	Articles.	Weights.
Capt. W. H. French, Indian agent, Crow Creek, Dakota Ter- ritory.	5410	127 bags coffee	20,701
	3428	81 barrels sugar	43,106
	5974	81 barrels sugar	
	2620	22 barrels sugar	
	6658	92 boxes soap	
	6009	17 bales blankets; 14 bales domestics; 5 boxes tobacco; 3 boxes axes; 14 boxes merchandise.	6,440
			13,792
			84,039

Eight (8) bales blankets instead of seventeen, (17,) and nine (9) bales flannel.

September 26, received above freight in good order and condition.

WM. H. FRENCH, JR.,
First Lieutenant U. S. Army, Indian Agent.

SIoux CITY, IOWA, September 12, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Admiral Farragut, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to George M. Randall, Indian agent at Cheyenne agency, Dakota Territory, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove-furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-mentioned boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

1,500 bags flour, weight 150,000 pounds.

Received, Cheyenne Indian agency, September 26, 1870, the above 1,500 bags flour, in good order.

GEO. M. RANDALL,
Captain U. S. Army, Indian Agent.

SIoux CITY, IOWA, September 12, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Bertha, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to G. M. Randall, Indian agent at Cheyenne agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquors, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove-furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

682 bags flour, weight 68,200 pounds.

Received, Cheyenne Indian agency, September 26, 1870, the above 682 bags flour, in good order.

GEO. M. RANDALL,
Captain U. S. Army, Indian Agent.

SIOUX CITY, IOWA, *September 20, 1870.*

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Sioux City, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major G. M. Randall, Indian agent at Cheyenne agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove-furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	No. of car.	Articles.	Weights.
Major G. M. Randall, Fort Sully, Dakota Territory.	5530	125 sacks coffee.....	<i>Pounds.</i> 20, 875
	6558	92 boxes soap.....	6, 440
	2620	27 barrels sugar.....	} 43, 679
	4302	80 barrels sugar.....	
	2840	75 barrels sugar.....	
	4038	16 bales blankets.....	
		21 bales sheetings.....	} 17, 400
		6 boxes tobacco.....	
		10 boxes axes.....	
		1 crate merchandise.....	
		5 boxes hats.....	} 4, 245
		12 boxes merchandise.....	
	2035	12 boxes merchandise.....	4, 245
			92, 639

SEPTEMBER 29.

Received the above goods, in good order and condition.

GEO. M. RANDALL,
Captain U. S. Army, Indian Agent.

SIOUX CITY, IOWA, *September 30, 1870.*

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat Sioux City, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major G. M. Randall, Indian agent, Cheyenne agency, (the danger of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

400 sacks flour for Major G. M. Randall, Cheyenne agency, Dakota Territory; weight, 40,000 pounds.

SEPTEMBER 29.

Received the above in good order and condition.

GEO. M. RANDALL,
Captain United States Army, Indian Agent.

SIOUX CITY, IOWA, *September 19, 1870.*

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat North Alabama, the following articles, in apparent good order, value and contents un-

known, marked and numbered as in margin, to be delivered to Major J. A. Hearn, at Grand River agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from—— to ——, at —— per 100 pounds.

2,591 sacks flour, weight 259,100 pounds.

Received at Grand River, Dakota Territory, September 29, 1870, the above Indian supplies, in good order.

J. A. HEARN,
Captain U. S. Army, Indian Agent.

SIoux CITY, IOWA, September 19, 1870.

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat North Alabama, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. A. Hearn, Indian agent, Grand River agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss or damage or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from—— to ——, at —— per 100 pounds.

233 boxes soap, weight 16,490 pounds; 3 boxes merchandise, weight 330 pounds, for Major J. A. Hearn, Grand River, Dakota Territory.

Received at Grand River, Dakota Territory, September 29, 1870, the above Indian supplies, in good order.

J. A. HEARN,
Captain U. S. Army, Indian Agent.

SIoux CITY, IOWA, September 16, 1870.

Received of E. S. Parker, Commissioner of Indian Affairs, on board the steamboat Huntsville, the following articles, in apparent good order, value and contents unknown, marked and numbered, as in margin, to be delivered to Major J. A. Hearn, Indian agent at Grand River agency, (the dangers of river navigation, fire, explosion, and collision excepted,) at the rate of, as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove castings, machinery, carriages, furniture, musical instruments of all kinds, and for furniture, delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from —— to ——, at —— per 100 pounds.

700 sacks flour, for Major J. A. Hearn, Grand River agency, weight 70,000 pounds.

GRAND RIVER, DAKOTA TERRITORY,
October 2, 1870.

Received in good order and condition from steamer Huntsville the above Indian supplies.

J. A. HEARN,
Captain United States Army, Indian Agent.

SIOUX CITY, IOWA, *September 16, 1870.*

Received of E. S. Parker, Commissioner Indian Affairs, on board the steamboat Huntsville, the following articles, in apparent good order, value and contents unknown, marked and numbered as in margin, to be delivered to Major J. A. Hearn, Indian agent at Grand River agency, (the damages of river navigation, fire, explosion, and collision excepted,) at the rate of as per contract and charges, upon the following conditions:

That the owner, consignee, or shipper hereby assumes the risk of loss, or damage, or leakage of all kinds of liquids, breakage of marble, glass and glassware, or articles packed in glass, or for any injury to the hidden contents of packages, stoves, stove furniture, castings, machinery, carriages, furniture, musical instruments of all kinds, and for delays, accidents, or losses occasioned by providential causes, overpowering thieves, or Indian depredations.

It is agreed, and is part of the consideration of this contract, that the above-named boat shall have the privilege of lightening and reshipping these goods.

Through from ——— to ———, at ——— per 100 pounds.

Marks or numbers.	Cars.	Articles.	Weights:
Major J. A. Hearn, Grand River, D. T.	6036	75 barrels sugar	116, 596
	5600	99 barrels sugar	
	6434	75 barrels sugar	
	4170	75 barrels sugar	
	4990	50 barrels sugar	
	3972	75 barrels sugar	
		449	
	3740	67 sacks coffee	51, 479
	3162	123 sacks coffee	
	2033	125 sacks coffee	
		315	
	2033	{ 49 cases goods	16, 072
		{ 6 bales goods	
	381	50 cases merchandise	20, 206
		43 bales merchandise	
		1 barrel hardware	
			204, 353

GRAND RIVER AGENCY, D. T., *October 2, 1870.*

Received in good order and condition from steamer Huntsville the above Indian supplies.

J. A. HEARN,
Captain U. S. Army, Indian Agent.

Know all men by these presents:

That Charles D. Woolworth, secretary Northwest Transportation Company, as principal, and Joab Lawrence and Gholeson G. Russell as sureties, are firmly bound to the United States in the sum of fifty thousand dollars, the same to be well and truly paid to the Commissioner of Indian Affairs of the United States, or his successor in office.

The condition of the above obligation is as follows: That whereas the said bonded Charles D. Woolworth, secretary Northwest Transportation Company, has entered into a contract with the Commissioner of Indian Affairs, dated September 26, 1870, agreeing to transport certain Indian supplies for the year one thousand eight hundred and seventy. Now, in case said contract is well and truly filled as therein set forth, then this obligation to be null and void, otherwise to remain in full force and effect.

Witness our hands and seals the day and year above written.

CHARLES D. WOOLWORTH, [SEAL.]
Secretary Northwest Transportation Company.

Witnesses:

GEORGE K. HAZLETT.

JOAB LAWRENCE. [SEAL.]

JAMES P. CHARLES.

GHOLESON G. RUSSELL. [SEAL.]

Articles of Agreement

Made and entered into this 26th day of September, 1870, by and between E. S. Parker, Commissioner of Indian Affairs, for and on behalf of the United States of the first part, and the Northwest Transportation Company, by Charles D. Woolworth, its secretary, of Sioux City, Iowa, witnesseth:

That said parties have agreed, and do hereby covenant and agree, to and with each other, in the manner following, to wit: The Northwest Transportation Company agrees to transport from Sioux City, Iowa, to the following-named and described places, at the following-named and described rates, all the goods and supplies of the Indian Department for the year 1870, of whatsoever kind; and in case the river is so low that the freight cannot be delivered by boat, the said party of the second part agrees to transport said goods by wagons, to wit: From Sioux City, Iowa, to Ponca, Santee, and Yankton agencies, at two dollars and twenty-five cents per hundred pounds. From Sioux City to Brulé and Crow Creek agencies, at four dollars and twenty-five cents per hundred pounds. From Sioux City to Whetstone agency, at three dollars and twenty-five cents per hundred pounds. From Sioux City to Cheyenne agency, at five dollars and twenty-five cents per one hundred pounds. From Sioux City to Grand River, at six dollars and twenty-five cents per hundred pounds. From Sioux City to Fort Berthold agency, at seven dollars and fifty cents per hundred pounds.

In consideration of the faithful performance of this arrangement on the part of the party of the second part, they, or their representatives, shall be paid at the office of the Commissioner of Indian Affairs, at Washington, D. C., on the presentation of the receipted bills of lading, signed by the respective agents or their substitutes, as above enumerated.

In witness whereof the parties hereunto have hereto set their hands and seals the day and date above written.

E. S. PARKER,
Commissioner of Indian Affairs.

Signed in presence of
S. M. WINSHIP,
S. M. JONES.

CHARLES D. WOOLWORTH, [SEAL.]
Secretary Northwest Transportation Company.

TREASURY DEPARTMENT,
Second Auditor's Office, January 21, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH,
Second Auditor.

No 1.

JULY, 1870.

THE UNITED STATES

To JAMES W. BOSLER,

Dr.

1870.—For the following supplies furnished the Ponca Indians:

20,000 pounds of flour, at 6½ cents per pound.....	\$1,300 00
863 pounds of tobacco, at 85 cents per pound.....	733 55
	<hr/>
	2,033 55

Received, Ponca Agency, July, 1870, of J. W. Bosler, the following supplies:
20,000 pounds of flour, and 863 pounds of tobacco.

The above supplies received in accordance with instructions from the Commissioner Indian Affairs, by telegraph to J. W. Bosler, dated July 5, 1870.

WM. H. HUGO,
First Lieutenant United States Army, Indian Agent.

TREASURY DEPARTMENT,
Second Auditor's Office, January 7, 1871.

certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH,
Second Auditor

No. 2.

JULY 7, 8, 10, 11, and 15, 1870.

THE UNITED STATES

To J. W. BOSLER,

DR.

July 8, 1870.—To the following supplies furnished for the Indian service at the Whetstone agency, Dakota Territory, for Sioux Indians:

5,340 pounds soap, at 15 cents	\$801 00
18,975 pounds coffee, at 28 cents	5,313 00
2,100 pounds tobacco, at 85 cents	1,785 00
32,685 pounds sugar, at 18 cents	5,883 30
189,200 pounds flour, at 6½ cents	11,825 00
48,039 pounds bacon, at 25 cents	12,009 75
3,640 pounds salt, at 8 cents	291 20
	<hr/>
	37,908 25

WHETSTONE AGENCY, D. T., July 8, 1870.

Received from J. W. Bosler the following articles of subsistence stores, viz:

	Pounds, net.
89 boxes soap	5,340
115 sacks coffee	18,862½
18 boxes tobacco	2,100
148 pounds sugar	32,685
1,892 sacks flour	189,200
270 sacks bacon	45,328
13 barrels salt	3,640

DEWITT C. POOLE,

Captain United States Army, Indian Agent.

Twenty-eight sacks of flour, unfit for issue to Indians, delivered by J. W. Bosler, and held in store subject to his order.

WHETSTONE, D. T., July 18, 1870.

Captain Poole being absent, error in several of the articles herein-mentioned, supposed to have occurred in deducting gross weight from net weight, as furnished per invoices from Mr. Bosler—Mr. Bosler claiming that nothing but net weights were furnished, making a difference of 112½ pounds coffee, 2,711 pounds bacon, to be added to this receipt.

S. F. ESTES, Acting Agent.

THE UNITED STATES

To J. W. BOSLER,

DR.

July 10, 1870.—To the following supplies furnished for the Indian service at the Crow Creek agency, Dakota Territory, for the Sioux Indians:

24,088 pounds bacon, at 25 cents	\$6,022 00
96,000 pounds flour, at 6½ cents	6,000 00
15,204 pounds sugar, at 18 cents	2,736 72
7,590 pounds coffee, at 28 cents	2,125 20
1,920 pounds soap, at 15 cents	288 00
1,800 pounds salt, at 8 cents	144 00
1,015 pounds tobacco, at 85 cents	862 75
	<hr/>
	\$18,178 67

CROW CREEK AGENCY, D. T., July 10, 1870.

Received of J. W. Bosler, in accordance with instructions from the Department of Indian Affairs, dated at Washington, D. C., June 18, 1870, the following subsistence stores, viz:

	Pounds.
135 sacks bacon	24,088
67 barrels sugar	15,204
32 boxes soap	1,920
33 packages tobacco	1,015
960 sacks flour	96,000
46 sacks coffee	7,590
6 barrels salt	1,800

WM. H. FRENCH, JR.,

First Lieutenant, Brevet Captain U. S. A., United States Indian Agent.

THE UNITED STATES

To J. W. BOSLER,

DR.

July 7, 1870.—To the following supplies furnished for the Indian service at the Yankton agency, for the Yankton Sioux Indians:

96,000 pounds flour at 6½ cents.....	\$6,240 00
23,869 pounds bacon at 25 cents.....	5,967 25
7,590 pounds coffee at 28 cents.....	2,125 20
15,765 pounds sugar at 18 cents.....	2,837 70
1,920 pounds salt at 8 cents.....	153 60
1,920 pounds soap at 15 cents.....	288 00
933 pounds tobacco at 85 cents.....	793 05
	<hr/>
	18,404 80

YANKTON AGENCY, D. T., July 7, 1870.

Received of James W. Bosler the following subsistence stores, viz:

	Pounds.
Flour.....	96,000
Bacon.....	23,869
Coffee.....	7,590
Sugar.....	15,765
Salt.....	1,920
Soap.....	1,920
Tobacco.....	933

In compliance with instructions contained in letter dated, Department of the Interior, Office of Indian Affairs, Washington, June 18, 1870.

J. M. GOODHUE,
Major U. S. Army, Indian Agent.

THE UNITED STATES

To J. W. BOSLER,

DR.

July 11, 1870.—To the following supplies furnished for the Indian service at the Cheyenne agency, for the Sioux Indians:

97,500 pounds flour at 6½ cents.....	\$6,337 50
24,114 pounds bacon at 25 cents.....	6,028 50
16,587 pounds sugar at 18 cents.....	2,985 66
7,590 pounds coffee at 28 cents.....	2,125 20
1,122 pounds tobacco at 85 cents.....	953 70
1,800 pounds salt at 8 cents.....	144 00
1,920 pounds soap at 15 cents.....	288 00
	<hr/>
	18,862 56

CHEYENNE AGENCY, D. T., July 11, 1870.

Received Cheyenne agency, July 11, 1870, of J. W. Bosler, the following subsistence supplies in accordance with instructions, dated "Department of the Interior, Office Indian Affairs, June 18, 1870," viz:

	Pounds.
Flour.....	97,500
Bacon.....	24,114
Sugar.....	16,587
Coffee.....	7,590
Tobacco.....	1,122
Salt.....	1,800
Soap.....	1,920

The above supplies are all in good order, and of good quality.

L. H. ROBERTS, M. D.,
Physician Cheyenne Agency, and Acting Indian Agent.

This is to certify that Dr. L. H. Roberts, physician to the Indian agency at this place, has been appointed by Brevet Major George M. Randall, Indian agent at this place, to act in his absence on official business at Washington, as Indian agent; that Brevet Major Randall is so absent at this date, and that Mr. J. W. Bosler has delivered

at this agency a large quantity of stores, which Doctor Roberts informs is in amount as stated above.

E. P. PEARSON, JR.,
Captain Seventeenth Infantry, Brevet Lieutenant Colonel U. S. Army,
Commanding Detachment.

[Special Orders No. 2.]

CHEYENNE AGENCY, D. T., June 25, 1870.

Doctor L. H. Roberts will attend to all duties appertaining to this agency, as Indian agent, during the temporary absence of Brevet Major George M. Randall, Indian agent, on official business at Washington, D. C.

GEO. M. RANDALL,
Captain and Brevet Major U. S. Army, Indian Agent.

A true copy:

W. BURNS,
First Lieutenant Seventeenth Infantry, Brevet Captain U. S. Army.

THE UNITED STATES

To J. W. BOSLER,

DR.

July 15, 1870. To the following supplies furnished for the Indian service at the Grand River agency, D. T., for Sioux Indians:

213,000 pounds flour, at 6½ cents	\$13,845 00
17,000 pounds coffee, at 28 cents	5,035 80
4,500 pounds soap, at 15 cents	675 00
39,356 pounds sugar, at 18 cents	7,084 08
2,560 pounds tobacco, at 85 cents	2,176 00
60,003 pounds bacon, at 25 cents	15,000 75
5,040 pounds salt, at 8 cents	403 20
Total.....	44,219 83

Received at Grand River agency, Dakota Territory, this 15th day of July, 1870, from J. W. Bosler, contractor, the following subsistence stores, viz:

Articles.	Quantity.	Condition.
	<i>Pounds.</i>	
Flour	213,000	Good.
Coffee	17,985	Good.
Soap	4,500	Good.
Sugar	39,356	Good.
Tobacco	2,560	Good.
Bacon	60,003	Good.
Salt	5,040	Good.

The above stores were received in compliance with letter of instruction from Hon. E. S. Parker, Commissioner of Indian Affairs, dated June 18, 1870.

J. A. HEARN,
Captain and Brevet Major U. S. Army, Indian Agent.

[Duplicate.]

TREASURY DEPARTMENT,
Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH, *Second Auditor.*

No. 3.

JULY 20, 1870.

THE UNITED STATES

To JAMES W. BOSLER,

DR.

1870.—For 426,658 pounds of beef, net weight, furnished for Indians at the Whetstone agency, Dakota Territory, under contract dated June 17, 1870, at 13 cents per pound..... \$55,465 54

INVESTIGATION INTO INDIAN AFFAIRS.

WHETSTONE AGENCY, D. T., July 13, 1870.

Received from J. W. Bosler, 839 head of beef cattle, net weight, 426,658 pounds.

STEPHEN S. ESTES,
Acting Agent.

[Duplicate.]

TREASURY DEPARTMENT,
Second Auditor's Office, January 7, 1871.

I certify the following to be true copies of the originals filed in this office.

E. B. FRENCH,
Second Auditor.

No. 4.

JULY 23 and 27, 1870.

THE UNITED STATES

TO JAMES W. BOSLER,

DR.

1870.—For 73,935 pounds of beef, net weight, furnished for Indians at the
Crow Creek agency, Dakota Territory, at 13 cents per pound, as per contract dated June 17, 1870.....\$9,611 55Received at Crow Creek agency, Dakota Territory, this 23d day of July, 1870, of J.
W. Bosler, 73,935 pounds of fresh beef, net weight.WM. H. FRENCH, JR.,
Brevet Captain U. S. Army, Indian Agent.

THE UNITED STATES

TO JAMES W. BOSLER,

DR.

1870.—For 234,150 pounds of beef, net weight, furnished for Indians at the
Yankton agency, Dakota Territory, at 13 cents per pound, as per contract dated June 17, 1870.....\$30,439 50

YANKTON AGENCY, D. T., July 27, 1870.

Received of J. W. Bosler, esq., 234,150 pounds, net weight, of good, merchantable
beef, in compliance with instructions contained in letter dated Department of the
Interior, Office of Indian Affairs, Washington, D. C., June 18, 1870.J. M. GOODHUE,
Major U. S. Army, Indian Agent.TREASURY DEPARTMENT,
Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH, Second Auditor.

No. 5.

JULY 29 and AUGUST 3, 1870.

THE UNITED STATES

TO JAMES W. BOSLER,

DR.

1870.—For 164,951 pounds, net weight, of fresh beef, delivered at the Crow
Creek agency, Dakota Territory, under contract dated June 17,
1870, at 13 cents per pound.....\$21,443 63Received at Crow Creek agency, Dakota Territory, this 3d day of August, 1870, of J.
W. Bosler, 164,951 pounds, net weight, of fresh beef.WM. H. FRENCH, JR.,
First Lieutenant, Brevet Captain U. S. Army, Indian Agent.

THE UNITED STATES

TO JAMES W. BOSLER,

DR.

1870.—For 270,000 pounds, net weight, of fresh beef, delivered at the Chey-
enne agency, Dakota Territory, under contract dated June 17, 1870,
at 13 cents per pound.....\$35,100 00

INVESTIGATION INTO INDIAN AFFAIRS.

217

CHEYENNE AGENCY, D. T., *July 29, 1870.*

Received of J. W. Bosler 270,000 pounds, net, of good merchantable beef for Cheyenne Indian agency.

L. H. ROBERTS,
Acting Indian Agent.

[Special Orders No. 2.]

CHEYENNE AGENCY, D. T., *June 25, 1870.*

Dr. L. H. Roberts will attend to all duties appertaining to this agency as Indian agent, during the temporary absence of Brevet Major George M. Randall, Indian agent, on official business at Washington, D. C.

GEO. M. RANDALL,
Captain and Brevet Major U. S. Army, Indian Agent.

A true copy.

W. BURNS,
*First Lieutenant Seventeenth Infantry, Brevet Captain U. S. Army,
Adjutant Detachment Seventeenth Infantry.*

TREASURY DEPARTMENT,
Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH, *Second Auditor.*

No. 6.

JULY 24, and AUGUST 4 and 6, 1870.

THE UNITED STATES

To JAMES W. BOSLER,

DR.

August 4 and 6, 1870—

For 730,713 pounds of fresh beef delivered at the Grand River agency, Dakota Territory, under contract of June 17, 1870, at 13 cents per pound.... \$94,992 69

Received at Grand River agency, Dakota Territory, this 4th day of August, 1870, from J. W. Bosler, contractor, the following subsistence stores, viz:

640,600 pounds fresh beef, net, in good condition.

The above stores were received in compliance with letter of instructions from Hon. E. S. Parker, Commissioner of Indian Affairs, dated June 18, 1870.

J. A. HEARN,
Captain and Brevet Major U. S. Army.

Received at Grand River agency, Dakota Territory, this 6th day of August, 1870, from J. W. Bosler, contractor, the following subsistence stores, viz:

90,113 pounds of fresh beef, net, in good condition.

The above stores were received in compliance with letter of instructions from Hon. E. S. Parker, Commissioner of Indian Affairs, dated June 18, 1870.

J. A. HEARN,
Captain and Brevet Major U. S. Army.

THE UNITED STATES

To JAMES W. BOSLER,

DR.

1870.—For the following-named supplies delivered at the Crow Creek agency, Dakota Territory, under contract of June 17, 1870:

July 24.—30,000 pounds of flour, at 6½ cents per pound..... \$1,950 00
August 6.—51,060 pounds of fresh beef, net weight, at 13 cents per pound... 6,637 80

8,587 80

Received at Crow Creek agency, Dakota Territory, this 6th day of August, 1870, of J. W. Bosler, 51,060 pounds of fresh beef.

WM. H. FRENCH, JR.,
First Lieutenant, Brevet Captain U. S. Army, Indian Agent.

INVESTIGATION INTO INDIAN AFFAIRS.

Received at Crow Creek agency, Dakota Territory, this 24th day of July, 1870, of J. W. Bosler, 30,000 pounds of flour.

WM. H. FRENCH, JR.,
First Lieutenant and Brevet Captain U. S. Army, Indian Agent.

TREASURY DEPARTMENT,
Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH,
Second Auditor.

No. 7.

OCTOBER 8, 1870.

THE UNITED STATES (Indian Department)

To J. W. BOSLER,

DR.

[Date blank.]—To 22,000 sacks flour, delivered at Sioux City, Iowa—2,200,000 pounds, at $3\frac{1}{4}$ cents per pound..... \$77, 000

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,
(Sioux City and Fort Benton Line of Steamers,) *Sioux City, Iowa, October 18, 1870.*

Received of J. W. Bosler, 2,200,000 pounds (22,000 bags) flour, for transportation to the several Indian agencies on the Missouri River.

C. D. WOOLWORTH,
Secretary Northwest Transportation Company.

TREASURY DEPARTMENT,
Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH, *Second Auditor.*

No. 8.

OCTOBER 14, 1870.

THE UNITED STATES

To J. W. BOSLER,

DR.

October 14, 1870.—For 530,733 pounds of bacon furnished for Indian service within the Dakota superintendency, as per bills of lading herewith, eight in number, at 18 cents per pound..... \$95, 531 94
For amount paid Ezra Taylor for inspecting bacon, as per his account herewith..... 132 50
95, 664 44

SOUTH BRANCH STATION, CHICAGO AND NORTHWESTERN RAILWAY CO.,
Transfer Depot, Chicago, September 24, 1870.

Received, in apparent good order and condition, of Jno. L. Hancock, Chicago, for account and at the risk of whom it may concern, the following articles as here marked and described, to be delivered in like order and condition as addressed on the margin, or to his or their assigns or consignees, upon paying the freight and charges as noted below, the dangers of navigation excepted.

In witness whereof the said railway company hath affirmed to two bills of lading of this tenor and date, one of which being accomplished, the other to stand void:

205 sacks bacon, marked "Maj. J. N. Hearn, Grand River Agency, D. T.;" weight, 38,345 pounds.

T. C. HATCH, *Agent.*

SOUTH BRANCH STATION, CHICAGO AND NORTHWESTERN RAILWAY CO.,
Transfer Depot, Chicago, September 23, 1870.

Received, in apparent good order and condition, of Cragin & Co., Chicago, for account, and at the risk of whom it may concern, the following articles, as here marked and described, to be delivered in like order and condition as addressed on the margin,

or to his or their assigns or consignees, upon paying the freight and charges as noted below, the dangers of navigation excepted.

In witness whereof the said railway company hath affirmed to two bills of lading of this tenor and date, one of which being accomplished, the other to stand void.

270 sacks bacon, marked "Maj. J. N. Hearn, Grand River Agency, D. T.;" weight, 97,459 pounds.

T. C. HATCH, *Agent*.

SOUTH BRANCH STATION, CHICAGO AND NORTHWESTERN RAILWAY CO.,

Transfer Depot, Chicago, October 4, 1870.

Received, in apparent good order and condition, of John L. Hancock, Chicago, for account and at the risk of whom it may concern, the following articles as here marked and described, to be delivered in like order and condition as addressed on the margin, or to his or their assigns or consignees, upon paying the freight and charges as noted below, the dangers of navigation excepted.

In witness whereof the said railway company hath affirmed to two bills of lading of this tenor and date, one of which being accomplished, the other to stand void.

201 sacks bacon sides, marked "Maj. DeWitt Poole, Whetstone agency, D. T.;" weight, 39,749 pounds.

T. C. HATCH, *Agent*.

SOUTH BRANCH STATION, CHICAGO AND NORTHWESTERN RAILWAY CO.,

Transfer Depot, Chicago, September 26, 1870.

Received, in apparent good order and condition, of Cragin & Co., Chicago, for account and at the risk of whom it may concern, the following articles as here marked and described, to be delivered in like order and condition as addressed on the margin, or to his or their assigns or consignees, upon paying the freight and charges as noted below, the dangers of navigation excepted.

In witness whereof the said railway company hath affirmed to two bills of lading of this tenor and date, one of which being accomplished, the other to stand void.

228 sacks bacon, marked "Maj. J. N. Hearn, Grand River agency, D. T.;" weight 44,370 pounds.

T. C. HATCH, *Agent*.

SOUTH BRANCH STATION, CHICAGO AND NORTHWESTERN RAILWAY CO.,

Transfer Depot, Chicago, September 29, 1870.

Received, in apparent good order and condition, of John L. Hancock, Chicago, for account and at the risk of whom it may concern, the following articles, as here marked and described, to be delivered in like order and condition as addressed on the margin, or to his or their assigns or consignees, upon paying the freight and charges as noted below, the dangers of navigation excepted.

In witness whereof the said railway company hath affirmed to two bills of lading of this tenor and date, one of which being accomplished, the other to stand void.

358 sacks bacon, marked Major Geo. M. Randall, Cheyenne agency, D. T.; weight, 70,027 pounds.

T. C. HATCH, *Agent*.

SOUTH BRANCH STATION, CHICAGO AND NORTHWESTERN RAILWAY CO.,

Transfer Depot, Chicago, October 4, 1870.

Received, in apparent good order and condition, of John L. Hancock, Chicago, for account and at the risk of whom it may concern, the following articles, as here marked and described, to be delivered in like order and condition as addressed on the margin, or to his or their assigns or consignees, upon paying the freight and charges as noted below, the dangers of navigation excepted.

In witness whereof the said railway company hath affirmed to two bills of lading of this tenor and date, one of which being accomplished, the other to stand void.

355 sacks bacon, marked Captain W. H. French, jr., Crow Creek agency, D. T.; weight 70,007 pounds.

T. C. HATCH, *Agent*.

SOUTH BRANCH STATION, CHICAGO AND NORTHWESTERN RAILWAY CO.,

Transfer Depot, Chicago, October 1, 1870.

Received, in apparent good order and condition, of John L. Hancock, Chicago, for account and at the risk of whom it may concern, the following articles, as here marked and described, to be delivered in like order and condition as addressed on the margin, or to his or their assigns or consignees, upon paying the freight and charges as noted below, the dangers of navigation excepted.

In witness whereof the said railway company hath affirmed to two bills of lading of this tenor and date, one of which being accomplished, the other to stand void.
517 sacks bacon, marked Major DeWitt Poole, Whetstone agency, D. T.; weight, 100,185 pounds.

T. C. HATCH, *Agent.*

SOUTH BRANCH STATION, CHICAGO AND NORTHWESTERN RAILWAY CO.,
Transfer Depot, Chicago, October 7, 1870.

Received, in apparent good order and condition, of John L. Hancock, Chicago, for account and at the risk of whom it may concern, the following articles, as here marked and described, to be delivered in like order and condition, as addressed on the margin, or to his or their assigns or consignees, upon paying the freight and charges as noted below, the dangers of navigation excepted.

In witness whereof the said railway company hath affirmed to two bills of lading of this tenor and date, one of which being accomplished, the other to stand void.

355 sacks bacon, marked Major J. M. Goodhue, Yankton agency, Dakota Territory; weight 70,388 pounds.

T. C. HATCH, *Agent.*

CHICAGO, *October 10, 1870.*

Mr. E. S. PARKER, U. S. Commissioner of Indian Affairs,
To EZRA TAYLOR, Provision Inspector, DR.

(Authorized by Chicago Board of Trade and Pork-packers' Association.)

For inspecting at Chicago, Illinois:

Sept. 29.	1,003 sacks clear-rib bacon sides, at 25 cents per 1,000.....	\$45 00
Sept. 30.	358 sacks clear-rib bacon sides, at 25 cents per 1,000.....	17 50
Oct. 3, 5.	719 sacks clear-rib bacon sides, at 25 cents per 1,000.....	35 00
Oct. 5.	355 sacks clear-rib bacon sides, at 25 cents per 1,000.....	17 50
Oct. 7.	355 sacks clear-rib bacon sides, at 25 cents per 1,000.....	17 50
		132 50

No. 139.]

CHICAGO, *September 26, 1870.*

I hereby certify to having examined all of lot 1,003 sacks clear rib bacon sides; branded Major J. A. Hearn, Grand River agency, D. T., contained in J. L. Hancock's house, Chicago, Illinois, with results as follows:

1,003 sacks clear rib bacon sides, weighing 180,174 pounds.

All sweet and in good order.

Marked, Major J. A. Hearn, Grand River agency, D. T., account E. S. Parker, Commissioner Indian Affairs.

EZRA TAYLOR,
Inspector Pork-Packers' Association.

Inspecting charges, \$45.

No. 141.]

CHICAGO, *September 30, 1870.*

I hereby certify to having examined all of lot 358 sacks clear rib bacon sides, branded Major Geo. M. Randall, Cheyenne agency, contained in J. L. Hancock's house, with results as follows:

358 sacks clear rib bacon sides, weighing 70,027 pounds.

All sweet and in good order.

Marked, Major Geo. M. Randall, Cheyenne agency, D. T., in account with E. S. Parker, United States Commissioner of Indian Affairs.

EZRA TAYLOR,
Inspector Pork-Packers' Association.

Inspection charges, \$17 50.

No. 148.]

CHICAGO, *October 3 and 5, 1870.*

I hereby certify to having examined all of lot 719 sacks clear rib bacon sides, branded Major De Witt C. Poole, Whetstone agency, D. T., contained in John L. Hancock's house, with result as follows:

719 sacks clear rib bacon sides, weighing 140,137 pounds.

All sweet and in good order. Consigned to Maj. De Witt C. Poole, Whetstone agency, D. T. Account E. S. Parker, United States Commissioner of Indian Affairs.

EZRA TAYLOR,
Inspector Pork-Packers' Association.

Inspection charges, \$35.

No. 149.]

CHICAGO, October 5, 1870.

I hereby certify to having examined all of lot 355 sacks clear rib bacon sides, branded Capt. W. H. French, jr., Crow Creek agency, contained in J. L. Hancock's house, with result as follows:

355 sacks clear rib bacon sides, weighing 70,007 pounds.

All sweet and in good order. Consigned to Capt. W. H. French, jr., Crow Creek agency, D. T. Account E. S. Parker, United States Commissioner of Indian Affairs.

EZRA TAYLOR,
Inspector Pork-Packers' Association.

Inspection charges, \$17 50.

No. 150.]

CHICAGO, October 7, 1870.

I hereby certify to having examined all of lot 355 sacks clear rib bacon sides, branded Major J. M. Goodhue, Yankton agency, D. T., contained in J. L. Hancock's house, with result as follows:

355 sacks clear rib bacon sides; weight, 70,388 pounds.

All sweet and in good order.

Consigned to Major J. M. Goodhue, Yankton, D. T., account of E. S. Parker, United States Commissioner Indian Affairs.

EZRA TAYLOR,
Inspector Pork-Packers' Association.

Inspection charges, \$17 50.

WASHINGTON, D. C., October 14, 1870.

SIR: Inclosed please find account of bacon delivered to Indian Bureau, 530,733 lbs., at 18 cents, amounting to \$95,531 94; also, inspection certificate of Ezra Taylor, and receipts of T. C. Hatch, agent Chicago and Northwestern Railway Company, for shipment of the same. Hatch's receipts, you will notice, are in name of John L. Hancock and Cragin & Co. These are the houses from which I purchased the bacon, and who attended to shipping the same for me; consequently the railroad company's receipts were made out in their names.

Have the amount paid to me in draft on New York.

Very respectfully,

J. W. BOSLER.

Hon. E. S. PARKER,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS.
Washington, D. C., October 19, 1870.

SIR: I am in receipt of your letter of the 18th instant, requesting to be informed whether Mr. Bosler furnished the bacon, for which an account was stated in his favor on the 14th instant, by contract, and whether the United States agreed to pay inspector's charges.

In reply I have to say, that the contract entered into with Mr. Bosler has this day been forwarded to the Second Comptroller for file in his office.

By the terms of the contract, the contractor was to deliver the bacon at Chicago, Illinois, and arrangements were made by this Bureau to have the supplies inspected at Government expense.

Very respectfully, your obedient servant,

H. R. CLUM, *Acting Commissioner.*

Hon. E. B. FRENCH,
Second Auditor Treasury, Washington, D. C.

TREASURY DEPARTMENT,
Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH, *Second Auditor.*

No. 9.

OCTOBER 23 and 31, and NOVEMBER 5, 1870.

UNITED STATES INDIAN BUREAU

To J. W. BOSLER,

DR.

For 2,151 sacks flour, 215,100 pounds, at $3\frac{1}{4}$ cents..... \$7,528 50
 WASHINGTON, D. C., November 5, 1870.

THE UNITED STATES

To J. W. BOSLER,

DR.

1870—For 536,800 pounds beef furnished the Yankton Indians, at $6\frac{1}{2}$ cents
 per pound, gross weight..... \$34,892 00

YANKTON AGENCY, D. T., October 31, 1870.

Received of J. W. Bosler, esq., 536,800 pounds, gross weight of beef, on the hoof, in compliance with instructions contained in letter dated "Department of the Interior, Office of Indian Affairs," Washington, D. C., August 10, 1870.

J. M. GOODHUE,

Major United States Army, Indian Agent.

THE UNITED STATES

To JAMES BOSLER,

DR.

1870—For 703 head of beef cattle delivered at the Whetstone agency,
 weighing 686,122 pounds, gross, at $6\frac{1}{4}$ cents per pound..... \$44,597 93

WHETSTONE, D. T., October 27, 1870.

Received from J. W. Bosler, 703 head of beef cattle on the hoof, weighing gross, 686,122 pounds, in compliance with instructions from honorable Commissioner of Indian Affairs, dated Washington, D. C., August 10, 1870.

DE WITT C. POOLE,

Captain U. S. Army, Indian Agent.

TREASURY DEPARTMENT,

Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH, *Second Auditor.*

No. 10.

NOVEMBER 1, 1870.

THE UNITED STATES,

To J. W. BOSLER,

DR.

[Date blank.]—For 469,200 pounds of flour furnished for the Indian agen-
 cies on the Missouri River, at $3\frac{1}{4}$ cents per pound..... \$16,422 00

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,

Joab Lawrence, Pres't and Sup't. } (Sioux City and Fort Benton Line of Steamers,)

C. D. Woolworth, Secretary. }

Sam. DeBow, General Agent. }

Sioux City, Iowa, November 15, 1870.

Received of J. W. Bosler, for transportation to Indian agencies on Missouri River,
 1,227 sacks flour, 122,700 pounds.

C. D. WOOLWORTH,

Secretary Northwest Transportation Company.

OFFICE OF THE NORTHWEST TRANSPORTATION COMPANY,

Joab Lawrence, Pres't and Sup't. } (Sioux City and Fort Benton Line of Steamers,)

C. D. Woolworth, Secretary. }

Sam. De Bow, General Agent. }

Sioux City, Iowa, November 1, 1870.

Received from J. W. Bosler, for transportation to the Indian agencies on the Missouri
 River, above this place, 5,616 sacks flour, 561,600 pounds.

C. D. WOOLWORTH,

Secretary Northwest Transportation Company.

TREASURY DEPARTMENT,

Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH, *Second Auditor.*

No. 11.

NOVEMBER 2 and 3, 1870.

THE UNITED STATES

To J. W. BOSLER,

DR.

November 2, 1870.—To 300,000 pounds fresh beef, gross weight, delivered
at Crow Creek agency, at $6\frac{1}{2}$ cents..... \$19,500 00

November 3, 1870.—To 93,696 pounds beef, gross weight, delivered at Crow
Creek agency, at $6\frac{1}{2}$ cents per pound 6,090 24

(See receipts of Agent French.)

25,590 24

CROW CREEK AGENCY, D. T., November 2, 1870.

Received of J. W. Bosler, 300,000 pounds of fresh beef, gross weight.

WM. H. FRENCH, JR.,

First Lieutenant U. S. Army, Indian Agent.

CROW CREEK AGENCY, D. T., November 3, 1870.

Received of Mr. J. W. Bosler, 96 head of beef cattle, being 93,696 pounds, gross weight.

WM. H. FRENCH, JR.,

First Lieutenant U. S. Army, Indian Agent.

TREASURY DEPARTMENT,

Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH,

Second Auditor.

No. 12.

NOVEMBER 9, 10, 11, and 14, 1870.

THE UNITED STATES

To J. W. BOSLER,

DR.

Nov. 14, 1870.—To 1,465,875 pounds beef, gross weight, delivered at Grand
River Indian agency, at $6\frac{1}{2}$ cents per pound \$92,281 87

(See receipt of agent, Wm. F. Cady.)

GRAND RIVER AGENCY, November 14, 1870.

Received this day of J. W. Bosler, esq., 1,465,975 pounds, gross weight, of beef, on
the hoof, in compliance with instructions contained in a letter dated Department of
the Interior, Office of Indian Affairs, Washington, D. C., August 10, 1870.

WM. F. CADY,

United States Indian Agent, Grand River Agency.

THE UNITED STATES

To J. W. BOSLER,

DR.

November 10, 1870.—To 414,960 pounds beef, gross weight, delivered at
Crow Creek Indian agency, at $6\frac{1}{2}$ cents per pound \$26,972 40

(See receipt of Agent French.)

CROW CREEK AGENCY, D. T., November 10, 1870.

Received of J. W. Bosler 414,960 pounds of fresh beef, gross weight.

WM. H. FRENCH, JR.,

First Lieutenant United States Army, Indian Agent.

THE UNITED STATES

To J. W. BOSLER,

DR.

November 9, 1870.—To 510,450 pounds beef, gross weight, delivered at the
Cheyenne Indian agency, at $6\frac{1}{2}$ cents per pound \$33,179 25

(See Agent Randall's receipt.)

Received of J. W. Bosler, at the Cheyenne agency, Dakota Territory, this 9th day of November, 1870, the following amount of subsistence, to wit: 498 head of beef cattle, 510,450 pounds, gross weight.

GEO. M. RANDALL,
Captain United States Army, Indian Agent.

TREASURY DEPARTMENT,
Second Auditor's Office, January 7, 1871.

I certify the foregoing to be true copies of the originals filed in this office.

E. B. FRENCH, *Second Auditor.*

ARGUMENT OF MR. WELSH.

WASHINGTON, D. C., February 15, 1871.

To the Sub-Committee of the Committee on Appropriations, charged with the investigation of wrong-doing in the Indian Office :

GENTLEMEN: The duty that devolves on me of summing up the voluminous and somewhat contradictory testimony in the case under consideration is easy, because the law bearing on the subject is clear—the leading facts are substantiated by documentary testimony, and the United States Government has decreed that the market value of merchandise and of transportation is to be ascertained “by advertising a sufficient time previously, for proposals respecting the same.” You certainly have shown consideration to Commissioner Parker, by allowing him to be represented by counsel, by giving him ample time to prepare his case, by summoning at his instance interested witnesses, and by listening patiently to their testimony.

To avoid repetition, I will condense my “statement of misconduct in the Indian Office,” that you forwarded to Commissioner Parker more than a month since :

First, by uniting charges 1, 2, 5, and 8.

Second, “ charges 3 and 4.

Third, “ charges 6 and 11.

Fourth, charge 9.

Fifth, charge 12.

Sixth, charges 7 and 10.

I am prepared to furnish proofs of the 13th charge; but it was deemed best to defer it, that the committee might report at this session of Congress.

First. The law of March 2, 1861, section 10, contains this clause: “No contract or purchase shall hereafter be made, unless the same be authorized by law or be under an appropriation adequate to its fulfillment, except in the War and Navy Departments, for clothing, subsistence, forage, fuel, quarters, or transportation, which, however, shall not exceed the necessities of the current year.” It appears from the evidence that the Commissioner of Indian Affairs did, in violation of this law, purchase, on the 17th of June, 1870, beef, flour, bacon, coffee, sugar, tobacco, soap, and salt, for which he paid the sum of \$395,248 37. Although the War and Navy Departments are authorized to purchase supplies for public exigencies requiring an immediate delivery of the article, yet the other Departments are expressly prohibited from making contracts or purchases unless authorized by law. The importance of this prohibition is most apparent, for if the under officers in the several governmental Departments, or if the heads of those Departments themselves were warranted in determining what are exigencies, and meeting them by large contracts at extravagant rates by reason of anticipating an appropriation, the finances of the Government would soon be hopelessly embarrassed.

Another restrictive clause will be found in the law of March 2, 1861, section 10, as follows:

“*And be it further enacted*, That all purchases and contracts for supplies or services in any of the Departments of the Government, except for personal services, when the public exigencies do not require the immediate delivery of the article or articles, or performance of the service, shall be made by advertising a sufficient time previously for proposals respecting the same. When immediate delivery or performance is required by the public exigency, the articles or service required may be procured by open purchase or contract at the places and in the manner in which such articles are usually bought and sold or such services engaged between individuals.”

It appears from the evidence that in the region of the Missouri River alone, one million forty-two thousand eight hundred and forty-six dollars and sixty-five cents were expended by the Commissioner of Indian Affairs for supplies and services under very private contracts, without advertising previously for proposals respecting the same. It seems hardly necessary to consider whether there was any exigency requiring immediate delivery of articles before July 15, 1870, when the appropriation bill became a law, as the Interior Department is expressly prohibited from meeting such an exigency, and this is well known at the Department, as is shown by the following extract from the testimony of ex-Secretary Cox, and by an extract from a letter from Secretary Delano:

“In emergencies where there was danger of an outbreak, or where there was danger

of starvation, I should regard it as within the power of the President to do what might be necessary to avoid an occurrence of that kind. As for instance I remember a case in which the ——— Indians were supplied for a considerable period by the Army directly on the President's order, for the purpose of preventing destitution and starvation among them, where there was no other provision. And there has always been, as I have understood the action of the Indian Bureau, more or less of that kind of provision against temporary emergencies. * * * I simply want to say that a discretion of that kind had to be used occasionally, and I think it is within the discretionary power of the President at a time like that to save what he considers a calamity."

Secretary Delano, in his letter of January 25th, printed in the Congressional Globe of the 27th, says:

"An arrangement has been made with the Secretary of War to advance from subsistence stores immediate relief for Red Cloud and his confederates. This is done because the appropriation cannot be obtained in time to meet the urgent demand for assistance for these Indians; but the appropriation will enable us to reimburse the War Department and continue such assistance as may be necessary to preserve our present friendly relations with Red Cloud."

If in the case under consideration the Commissioner of Indian Affairs had applied to the President, he would undoubtedly have ordered the War Department to continue their supplies to these Indians, until they could be fed from appropriations made by Congress. These Indians had been fed by the Commissary Department for the year ending June 30, 1870, and all that Department needed was authority from the President to continue to feed them as hitherto. On the 27th of May, 1870, the Commissary General, by letter, advised the Commissioner of Indian Affairs that there would be surplus supplies of provisions beyond what was necessary to feed the Indians to June 30, and asked the Commissioner to instruct the Indian agents to receive such supplies as were contracted for. On June 1 Commissioner Parker issued the necessary order, but from his testimony it appears that he took no pains to ascertain the surplus stock that was likely to be furnished the agents under his instructions of June 1:

"Question. What means before the 17th of June did you take to ascertain the amount of surplus supplies which would be turned over to agents?"

"Answer. I took none in particular that I am aware of. That letter of the Commissary General, which is printed, was the first intimation I had that there would be a surplus of stores."

As the Indian agents had been receiving their supplies from week to week from the Commissary Department, they were naturally and very properly urgent that adequate supplies should be placed within reach. On the 22d of June Captain Poole, the agent at Whetstone, learned at Sioux City that the Commissary Department had a surplus of 1,300 oxen which they desired to hand over to the Indian Department. He therefore telegraphed the Commissioner of Indian Affairs that he had a supply sufficient for three months at the Whetstone agency. This fact should have been ascertained at Washington long before, and directions given to have the surplus cattle distributed among the various agencies, which the contractor was bound to do under the existing obligation. This supply, with the stock on hand at the various agencies, would have sufficed until near the close of August, when supplies could have been ready if the usual means had been taken, as is indicated in the following extract from the testimony of Ex-Secretary Cox:

"The Indian Bureau has always been in the habit of making purchases, as I have understood it, when it was understood that the appropriation bill was prepared by the committee. They have made, if not direct contracts, they have made conditional contracts at different times, with the understanding that if the appropriation bill passed they could then call upon parties to act, in order to get them out speedily. That I remember having brought to my attention as having been the long-time practice among them, from the fact that when we began in March, 1869, there were arrangements already made for goods being purchased. I interfered and stopped some of these; I canceled contracts, and there was some trouble about it at the time, but it was then shown to me, and I think has been undisputably the fact that, in order to meet the times of transportation on the river and to get the goods out in time, there has been embarrassment constantly growing out of the fact of the lateness of the time of passing appropriations, and it has become the custom to make that kind of provisional arrangement that if the bill passed they would be required to furnish certain supplies; and if not, they would not."

As this so-called exigency had been known for a twelve-month, and as the absence of provisions is more alarming than a delay in providing new clothing, it is wholly unaccountable that an advertisement for bids was not made in the month of May, that the Texas cattle dealers might have been allowed to compete, and thus to have reduced the cost of cattle by saving the profits of the intermediate contractor. It is in evidence that the cattle to supply the first Bosler contract were purchased at Abilene, (in Nebraska,) a large market resorted to by cattle-drovers from Texas, and from

which oxen can be driven in twenty days to the Yankton or Whetstone agencies. The contract of June 17 shows that there was no public exigency requiring the immediate delivery of any large number of cattle, as the contractor was only bound to deliver one-third in July, and the remainder in August and September. The contract of August 10 is wholly unaccountable, and Commissioner Parker, on the 13th of July, wrote to Governor Burbank, the superintendent of Indian affairs in Dakota Territory, thus: "He (Captain Poole) should advise the Indians belonging to the Whetstone agency of the fact that all these cattle are intended for them, that they must last them six months at the least, and that care should be taken to prevent any of them from being lost or uselessly killed." Twenty-seven days after writing this letter, Commissioner Parker duplicates the contract of June 17 for beef at the same exorbitant price that he felt justified in paying before the appropriation bill passed; and he actually allowed this favored contractor to deliver some of the cattle as late as the 14th of November, a month after the cattle bought at \$3 88, for delivery as needed, were due at all the reservations. The loss to the Government and the injury to the cause of Indian civilization by reason of the neglect to advertise for proposals will hereafter be shown. But before passing from this subject it may be well to refer to other violations of the law. In the case of a public exigency requiring immediate delivery of the article, the law says it "may be procured by open purchase or contract," while in this case lower bids were rejected, and assurances given that no purchases would be made until after the appropriation bill had become a law, when, at the same time, the Commissioner of Indian Affairs was privately negotiating with J. W. Bosler, as is shown by a certificate of the clerk of the returns office, certified to by the Secretary of the Interior, and hereto appended. The following law throws additional light upon those transactions with J. W. Bosler, for it appears, from another certificate, certified to by the Secretary of the Interior, and hereto appended, that the contract of June 17 with J. W. Bosler was not filed in the returns office until the 15th of July, and that the contract of August 10, for beef and flour, has not yet been filed in that office.

Payments to J. W. Bosler under contract of June 17	\$395, 248 37
Payments to J. W. Bosler under contract of August 10	361, 464 19
Total	<u>756, 712 56</u>

"JUNE 2, 1862. CHAP. 93.—AN ACT to prevent and punish fraud on the part of officers intrusted with making of contracts for the Government.

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That it shall be the duty of the Secretary of War, of the Secretary of the Navy, and of the Secretary of the Interior, immediately after the passage of this act, to cause and require every contract made by them, severally, on behalf of the Government, or by their officers under them appointed to make such contracts, to be reduced to writing and signed by the contracting parties with their names at the end thereof, a copy of which shall be filed by the officer making and signing the said contract in the returns office of the Department of the Interior (hereafter established for that purpose) as soon after the contract is made as possible and within 30 days, together with all bids, offers, or proposals for the same; all the said copies and papers in relation to each contract to be attached together by a ribbon and seal, numbered in regular order numerically, according to the number of papers comprising the whole return.

"SEC. 2. *And be it further enacted*, That it shall be the further duty of the said officer, before making his return, according to the first section of this act, to affix to the same his affidavit in the following form, sworn to before some magistrate having authority to administer oaths: "I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me personally with ———; that I made the same fairly, without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said ———, or any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided." And any officer convicted of falsely and corruptly swearing to such affidavit shall be subject to all the pains and penalties now by law inflicted for willful and corrupt perjury.

"SEC. 3. *And be it further enacted*, That any officer making contracts as aforesaid, and failing or neglecting to make returns of the same, according to the provisions of this act, unless from unavoidable accident, and not within his control, shall be deemed, in every case of such failure or neglect, to be guilty of a misdemeanor, and, on conviction thereof, shall be punished by a fine of not less than one hundred dollars nor more than five hundred dollars, and be imprisoned for not more than 6 months, at the discretion of the court trying the same. (U. S. Statutes at Large, 12, 1859-'63.)

It further appears from the following testimony that a written offer of June the 9th 1870, from a thoroughly responsible contractor, who was at that time supplying the

Winnebago agency with beef, was on file in the Indian Office. This offer, dated two days before the proposal of Bosler, and upon which his contract was based, was never sent to the returns office, although it is ordered that "all bids, offers, or proposals" should be sent there:

"WASHINGTON, D. C., February 8, 1871.

"THOMAS E. MCGRAW sworn and examined.

"By Mr. CHIPMAN:

"Question. How and where are you employed?—Answer. I reside in Washington City; I am a first-class clerk in the Indian Bureau.

"Q. Do you remember the original letter signed by John Finn, dated June 9, 1870, offering to furnish beef to the Indian Bureau?—A. Yes, sir.

"Q. Examine the letter now shown you, and see if it is the original letter.—A. Yes, sir; that is the letter.

"Q. Was it signed by John Finn in your presence?—A. It was written by me at his dictation, and signed by him in my presence.

"Q. The letter now shown you is the original letter, and was taken from the files of the Indian Department?—A. Yes, sir; and was written in the Department."

The letter was read, as follows:

"WASHINGTON CITY, D. C., June 9, 1870.

"SIR: I have the honor to state that I have a large number of American and Indian cattle, left over from my late contract at the Winnebago Indian agency, which I propose to sell to the Indian Department for the use of the Sioux Indians at the Whetstone agency, at the following prices, viz: American cattle, from 4 to 7 years old, at 6½ cents per pound, gross weight; Texas or Indian cattle, at 4½ cents per pound, gross weight; said cattle to be delivered at Whetstone agency or reservation, as may be required, until the next contract is awarded.

"I am, sir, very respectfully, your obedient servant,

"JOHN FINN.

"Hon. E. S. PARKER,

"Commissioner of Indian Affairs."

It further appears that the contract for transportation, amounting to \$179,247 55, entered into on the 26th day of September, 1870, was not sent to the returns office until the 16th day of December, 1870. The contract with J. W. Bosler for bacon, in September, 1870, was sent to the returns office on the 3d day of February, 1871.

Second. The following letter from the member of the Committee on Appropriations of the House of Representatives who was charged with the care of the Indian appropriation bill, shows the design of Congress in introducing section 3 into that bill:

"COMMITTEE ON APPROPRIATIONS,

"HOUSE OF REPRESENTATIVES,

"July 20, 1870.

"DEAR SIR: In answer to your note asking my interpretation of the following provision of the new Indian appropriation bill, viz: 'It shall be the duty of said commissioners to supervise all expenditures of money appropriated for the benefit of the Indians in the United States, and to inspect all goods purchased for said Indians, in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commissioners in making purchases of said goods,' I reply that it seems to me its meaning is on the surface. Congress desires that your commission shall oversee and advise in all contracts for, or purchases of, Indian goods; shall see that the articles bought are suitable, and the prices reasonable; that the kind and amount of goods contracted for are delivered; that annuities are properly paid; that presents are justly and judiciously given; in short, that you shall 'supervise all expenditures of money appropriated for the Indians.' This is expressly made your duty by the statute, and your board must fulfill it or resign. It makes it the duty, also, of the Indian Commissioner to consult your board in all purchases for the Indians. You do not expend the money, for that is the duty of the Commissioner. But you have a right to know of, and advise in, all expenditures, all receipts for goods, &c. In case of a difference of opinion between yourself and the officer charged with the disbursement, you can only advise and report to the Secretary the facts which induce your dissent. I do not think, however, in view of the earnest desire of the Secretary and the Commissioner of Indian Affairs for an honest and efficient administration of Indian affairs, that your board will have any difficulty in complying with the requirements of the provision in question.

"Respectfully,

"A. A. SARGENT.

"VINCENT COLYER, Esq.,

"Secretary Board of Indian Commission."

Mr. Brunot, the president of the board of Indian commissioners, in his testimony, gives the following answers to questions put by the counsel of Commissioner Parker: "Question. Was the question ever discussed among you whether the term 'goods' embraced everything for which there was to be an expenditure?—Answer. Yes, sir; I believe it was.

"Q. But did you discuss the meaning of the word 'goods,' as used in the law?—A. Yes; I think it probable that we did at the first meeting of the board or at its organization.

"Q. What was your determination at that time?—A. We came to the conclusion that it was intended to cover all the expenditures of the Indian Department.

"Q. For whatever purpose?—A. Yes. It was not for me or for our board to stand over the Commissioner of Indian Affairs, watching his movements, and demanding of him to come to us for the purpose of consulting us.

"Q. The language used by the act of July 15, 1870, is, that it shall be the duty of the commission to supervise all expenditures, &c. Did you take that to mean consistently with the duties which you owed to your private positions, or did you receive that duty as a public officer would, to the exclusion of your other responsibilities?—A. Not to the exclusion of all our other responsibilities. We had made very great sacrifices of our private affairs in order to perform this duty.

"Q. You did not feel yourselves acting under the obligation of an official oath; you were not paid?—A. We were not paid.

"Q. Your services were voluntary?—A. Yes, sir.

"Q. You recognized no pecuniary liability to the Government for your conduct?—A. No, sir.

"Q. There were, therefore, none of the responsibilities connected with your office that are thrown around officers appointed by law?—A. Much higher responsibilities."

It was admitted by the Commissioner of Indian Affairs and testified to by the president and secretary of the board of Indian commissioners, that said board was not consulted in the purchase of provisions; that it was not called upon to inspect them, or to supervise the expenditures of money for transportation. The board was only called on for such duties as it had performed before the passage of the law of July 15; therefore no effect was given to that law by the Commissioner of Indian Affairs. The board, before the passage of the law, say June 3, had advised the Commissioner of Indian Affairs of its readiness to act; three days after the passage of the law Commissioner Parker notified President Brunot that he would meet the commissioners in New York on the 21st of July, for consultation as to the best method of proceeding expeditiously in making the necessary Indian purchases. At that interview the importance of the new powers intended to have been conferred on the board became manifest. Mr. Colyer, the secretary of the board, testified as follows:

"Q. Has the Indian commission in any way acted under that section of the law?—A. Yes, sir.

"Q. To what extent?—A. In the matter of the purchase of annuity goods in New York on the 21st, 22d, and 23d of July.

"Q. What class of goods were they?—A. What is known as annuity goods—dry-goods, clothing, hats, shoes, blankets, cloaks, &c.

"Q. And did your board inspect all of these goods purchased since the passage of the last appropriation bill?—A. We inspected the great bulk of what was advertised for, but there were other goods afterward purchased as presents, and sent out to the Indian country, which we did not inspect.

"Q. Were you called upon to inspect them?—A. Not that I know of.

"Q. Do you keep the records of the board?—A. Yes, sir.

"Q. Would there have been a record of it if inspection had been made?—A. I think there would be. I should have heard of it. The presents that were purchased were purchased some little time after the commission had made their great purchases in the latter part of August.

"Q. Do you know how the prices and quality of the goods inspected compared with those bought without inspection?—A. The contrast was very marked. The method of advertising, under our superintendence, was changed from the old method. By the old method the proposals were worded that the bidding should conform to a specimen in the possession of the Department. Our committee on purchases conceived that that was a disadvantage to many of the manufacturers; that it gave the manufacturer of that particular article, of which there was a sample in the Indian Department, an advantage over other manufacturers, because those that bid had to have goods conforming to that particular sample. The committee changed this, and made it so that every merchant or manufacturer should bring in his own samples and his prices, and the committee could thus judge between the goods presented for their examination, and between the prices, and they purchased those which they thought best and cheapest for the Indians. The committee not only changed the mode of advertising, but took special pains that the advertisements should be in the papers longer than usual, and should be generally circulated. They extended the time for the advertisements, and also took

pains to see that the advertisements were cut out of papers and copies sent to the most prominent manufacturers and merchants. The committee also addressed circulars to the leading merchants and manufacturers.

"Q. What effect had that on the purchases?—A. It had the effect of making more men send in proposals. A better class of bidders were induced to compete; such men as A. T. Stewart, H. B. Clafin, and others. They sent in specimens, and informed us that it had not been their custom heretofore to compete for the contracts, as they had no probability of getting them, but that, as they saw there was likely to be fair dealing now, they were willing to take the trouble to send us specimens and prices.

"Q. What was the effect as to the quality and prices of the goods?—A. We purchased our goods at first hands. We bought our blankets from the manufacturer, Mr. Dobson, of Philadelphia. We also bought from H. B. Clafin & Co., and from the manufacturers, at first prices.

"Q. What was the result as to quality and prices?—A. The advantage was that we got much better goods at much lower prices."

Had the design of the act of Congress of July 15 been fully carried out, so that the course pursued in the purchase of annuity goods had been applied to all expenditures of money under that act, there would have been a thorough reformation in the Indian Office. The following facts from the testimony in this case indicate the mode of conducting purchases when not under the observation of the board of commissioners:

Commissioner Parker says, when speaking of purchases made by him a few days after he had ceased to consult the commissioners, "I gave an order to Buckley, Welling & Co., a house in New York dealing largely in Indian goods, for the goods which I proposed to send out to the Osages."

"Presents given to Indians who have been convened in council are generally intended for the chiefs and head men, and are intended to be of little better quality than those ordinarily supplied."

A sample of the blankets so purchased was shown to experts in the presence of the committee, and although \$8 a pair was paid, yet the experts pronounced those blankets to be inferior in dye and texture, and worth from \$1 10 to \$1 15 less than the blankets purchased by the commissioners at \$7. It is in evidence that the blankets purchased by Commissioner Parker at \$8 were the same that had been rejected by the commissioners a few days before at \$6 80. It also seems that the commissioners broke up the old Indian rings and combinations by which the Government had been so long defrauded. Mr. Thomas J. Buckley, of Buckley, Welling & Co., testified as follows:

"Q. State whether you made any arrangements with the manufacturers of blankets to bid for them.—A. We proposed an arrangement. I believe Mr. Dobson accepted it.

"Q. At whose instance did he back out; did you hear?—A. I have not heard Mr. Dobson say so. I understood it was Mr. Stuart who requested him to put in a bid for himself."

The reference is to Mr. George H. Stuart, the chairman of the purchasing committee of the board of Indian commissioners.

Commissioner Parker, in his letter to the Secretary of the Interior, dated January 12, 1871, says: "Respecting the allegation that the board of Indian commissioners were not consulted in the purchases made of beef and flour, I have only to say that the act authorizing such consultation and inspection passed on the 15th of July, 1870, while the contract complained of was made June 17, 1870, nearly a month preceding the passage of the act."

On the 24th of January Commissioner Parker, being sworn, gave the following answers to queries put by his counsel:

"Q. Did the matter come up in your mind as to whether the term 'goods,' used in the appropriation act approved July 15, 1870, embraced the matter of supplies generally; and if so, what interpretation did you give to the statute?—A. I have never had but one impression until recently on this subject, which was that the term 'goods' generally used in the appropriation act did not embrace what we call subsistence or provisions.

"Q. Do not the laws distinguish between the two; and in this same appropriation act do not these two items appear separately?—A. They appear separately as a general thing, and I suppose there is where I got my impression.

"Q. Did you feel that it was your official duty to consult the board of commissioners in regard to this matter of provisions or subsistence, and did the question come up in your mind as to whether it was your duty to consult them?—A. I did not regard it as my duty to consult them.

"Q. Was that the reason you did not consult them?—A. That was the only reason."

Commissioner Parker made the following replies to queries by Mr. Sargent, the chairman of the committee of investigation:

"Q. Do I understand you to say you think the words 'Indian goods' do not include flour, bacon, tobacco, coffee, and sugar?—A. My impression is, that in a reading of the law goods are made a separate item.

"Q. Where the law of 1869 provided that they should exercise joint control over the

disbursements of appropriations made by that act, did not that, in your judgment, include expenditures for cattle, flour, tobacco, and coffee?—A. Very likely it did, but the execution of that law, absolutely with such a construction, would be utterly impossible, for they would have to come to the Indian Office and supervise every disbursement made under the Indian bill.

“Q. Would it be impracticable in respect to the disbursement of large sums?—A. No; but if you were to carry out that construction literally, it would be impracticable.

“Q. Could it not be carried out substantially where immense contracts were made, like these you have been speaking of this evening?—A. Yes, sir.

“Q. By the act of 1869 it is provided that \$25,000, or as much as may be necessary, is appropriated for the transportation, subsistence, and clerk-hire of said commissioners while engaged in that service. Is your construction that that amount was provided for transportation and subsistence in buying a few dry goods in New York or elsewhere?—A. No, sir.”

Commissioner Parker estimates that the dry goods supervised by the commissioners cost from \$350,000 to \$400,000, while it is in evidence that in the region of the Missouri River \$1,138,511 09 were expended without the supervision of the commission, and contracts are pending for \$280,000 yet to be paid.

It is in evidence that on August 6, 1870, Durfee & Peck were paid \$53,494 37 for supplies to Indians at Fort Berthold, on the Missouri River, a point to which freight was carried at two cents a pound until the end of August, under the advertised contract.

As this voucher was not the subject of discussion before the committee, it may be that there was some exigency like that of June 17, where the contractor felt justified in charging extravagant prices owing to the uncertainty of being paid. It would have been a satisfaction to tax-payers if that voucher had been supervised by Messrs. Stuart, Campbell, Dodge and Farwell, the committee of the Indian commission that is charged with that duty. Three-point blankets, at \$17 50 a pair, sugar at 30 cents a pound, bacon at 40 cents, corn meal at 22 cents, and flour at \$20 a sack, *seem rather high*! Tax-payers are very patient people, and Congress has manifested much forbearance with the Indian Office, but the time of reformation is approaching. Congress requested the President to give the board of unpaid commissioners, of his own selection, joint control, with the Secretary of the Interior, over Indian appropriations. No such controlling power was given; and at its next session Congress directed the Commissioner of Indian Affairs to call upon the board of unpaid commissioners to supervise all expenditures. Their mandate was not heeded. Now, by the action of the House, if concurred in by the Senate, payment cannot be made until vouchers are examined and approved by the board of commissioners. Surely the tax-payers will not be satisfied by anything short of this.

Third. Exorbitant prices paid for provisions and the consequent waste of the public money. In ascertaining the market value of supplies for the Indian Department there is no authority for being guided by the testimony of dealers when there were existing contracts made in conformity with legal requirements. It is in evidence that the Commissary Department was paying \$4 20 per 100 pounds for cattle, to be delivered weekly to all those Indian reservations, at the expense and risk of the contractor. It is also in evidence that two cents per pound is a fair difference between contracts for the delivery of the whole herd immediately on its arrival, and compelling the contractor to keep the cattle at his own expense and risk, delivering them from time to time as needed. The bids for cattle opened September 12, give a market value somewhat unfair for the Government. Instead of being advertised for thirty days to elicit bids from first hands, intermediate dealers alone could make offers, as the advertisement was to be inserted for only nine days in Washington, and three to five days in the western cities. The time was, however, extended for a week by order of the Secretary of the Interior. There were seventeen bids for 7,140,000 pounds of cattle to be delivered monthly for nine months—the first delivery to be made from the 1st to the 15th of October. One bid was at 3½ cents per pound, one at \$3 88, and one at \$3 90; one at \$3 90 to \$4 13; one at \$3 93 to \$4 37; one at \$4 20, &c. As the bid at 3½ cents was by a good man with good security, it affords legal testimony of the market value of cattle to be delivered on the reservations up the Missouri, monthly, as required. There is a striking correspondence between this price and two other existing contracts with the Indian Department, say Dr. Burleigh's for deliveries weekly at the Santee Sioux reservation at \$7 22 net, or \$3 61 on the hoof, and John Finn's contract for the delivery of beef to the Winnebago Indians, near the Missouri River, at \$6 90, net, or \$3 45 on the hoof. An allowance of one cent a pound for the care and risk of keeping cattle, being only half the rate testified to, brings the bid of 3½ down to 2½, the precise rate that Captain Poole saw in the contract for cattle delivered at the Whetstone reservation. There is a somewhat striking contrast between this price and 6½ cents for immediate delivery, as per contracts of Commissioner Parker, dated June 17 and August 10, the deliveries on which were made from the end of July to the 14th of November.

The existing contract for flour delivered on the Santee reservation was at \$3 35 per sack delivered monthly. Three dollars and thirty cents was paid for delivery at the

Ponca reservation, and \$2 15 per sack for delivery at Council Bluffs, on the Missouri River. The contract of Commissioner Parker with J. W. Bosler, of June 17th, was at \$6 50 per sack. For salt 8 cents per pound, when an existing contract with Finn was at 2 cents per pound. For sugar made from molasses, 18 cents per pound; coffee, 28 cents; tobacco, 85 cents; bacon, 25 cents, and soap 15 cents.

The profit to the contractor may be fairly estimated as follows:

7,911,837 pounds of beef delivered, profit estimated at 3½ cents per pound....	\$296,693
\$141,557 under July contract for flour, salt, &c., 40 per cent. profit.....	56,622
\$100,950 for flour under contract of August 10, 33½ per cent. profit.....	33,650
Estimated profit on freight, as hereinafter stated	114,104

Estimated profit of J. W. Bosler and his associates, if he had any..... 501,069

It will be hardly necessary to estimate the profit made by Green & Wattles by furnishing groceries to the extent of \$81,481 in New York, August 26; say, sugar made from molasses at 11½ cents, coffee 21½ cents, tobacco 65 cents. Private purchases were also made from others to the extent of \$25,000 and more.

As Commissioner Parker attempted to justify the extravagant prices indicated in the contract of June 17 by reason of a possible delay in making payment, the following extract from the contracts of Burleigh & Finn, already referred to, is significant: "All articles of subsistence furnished must be of good quality, and subject to inspection and rejection by the agent of the ——. The right is reserved to increase or diminish the amount of supplies, at the discretion of the superintendent of Indian affairs for —, also to terminate the contract that may be entered into on giving the contractor six weeks' notice. Payment shall be made by the superintendent of Indian affairs at —, when funds are placed in his hands for that purpose; but in the event of the superintendent of Indian affairs being without funds, then payment to be made as soon after as funds may be received for that purpose." Commissioner Parker testified as follows:

"Q. Who was the commissary contractor?—A. His name, I have learned, is Fenlon.

"Q. What price was the War Department paying that commissary contractor at that time?—A. Four cents and forty-four one-hundredths.

"Q. To be delivered at the agencies?—A. Yes, sir.

"Q. Why did you pay 6½ cents when these commissary contractors were furnishing it at these agencies at 4.44?—A. No such offer was made to me. I got the impression from my daily intercourse with these people, that they did not want to supply any more at that rate; that they had lost money under their arrangement with the Commissary Department, and I had the impression that they would not do it.

"WASHINGTON, January 27, 1871.

"Major B. DUBARRY sworn and examined.

"To Mr. WELSH:

"I am a commissary of subsistence of the United States Army; I am on duty in the office of the Commissary General of Subsistence, as one of the assistants to the Commissary General of Subsistence.

"Question. State the price and number of cattle contracted for, to be delivered on the Missouri River, in the contract made June 18, 1869, which was to terminate on June 18, 1870.—Answer. I have here a copy of the contract made on the 18th of June, 1869. It was made with Edward Fenlon, at the rate of \$4 44½ per hundred pounds live weight.

"Q. Were the cattle to be kept at the contractor's risk and expense until needed, or were they to be delivered in bulk?—A. Their delivery was to commence on the 31st of July, 1869, and to continue until the number provided for by the contract was delivered, at specified rates per month, the rate being different for the different points at which they were to be delivered. The contract runs that the 'beef cattle provided for at the respective places named are required to be held by the contractor sufficiently near thereto that he may with certainty and at the rate and under the conditions above specified, deliver them weekly, semi-monthly, or monthly, as the officer or agent of subsistence of the Department may require.' The whole number comprised in this contract of the 18th of June was 9,075.

"Q. After the completion of that contract was any other contract made?—A. On the 6th of July, 1869, a supplementary contract was made with Edward Fenlon. The supplementary contract was for the same rate as the other and for the same number of cattle; it only made a change in the points of delivery from the first contract.

"Q. Then it is only a repetition of the first contract, changing the place of delivery?—A. Not exactly a repetition, because it does not repeat all that is in the first contract, but it refers to the first contract. Subsequently, a proposition was made by the con-

tractor, Edward Fenlon, to furnish any additional number of cattle that might be required at the five points named in the supplementary contract, (three points only being named in the original one,) at \$4 20 per hundred pounds, gross weight, during the continuance of said contract—that is, up to June 30, 1870. That proposition was accepted by General Clark. The date of it was 21st of September, 1869. That was to extend up to 30th June, 1870, and was to embrace all the cattle delivered over and above the total of 9,075, provided for by the first contract.

"Q. Is there any limit as to the amount of cattle you could call for under the proposition of 21st September, 1869?—A. I find no limit assigned in it. The contractor agrees to furnish all the cattle required at \$4 20 per hundred pounds."

(The papers referred to by the witness are annexed to the testimony.)

"Q. If the Commissioner of Indian Affairs had called on you for cattle before the 30th of June, 1870, could you have furnished him with cattle under that contract?—A. Yes, at those points. All what the contractor furnished in excess of 9,075 was to be furnished at \$4 20 per hundred pounds, gross.

"Q. Did the Commissioner of Indian Affairs send to your office to ascertain what supplies would remain over on the 30th June, 1870, or what supplies it would be possible for you to give him?—A. I do not recollect of it.

"Q. Have you charge of the office here?—A. I have not charge of the office; but as assistant to the Commissary General I see pretty much everything that comes in. My province at that time was to see everything that came into the office. The papers pass through my hands, and I open and hand them to the chief, or distribute them, according to their nature."

General Cox, the then Secretary of the Interior, seemed to have been impressed with the belief that some legal arrangement had been made with the commissary contractor for temporary supplies, if they should be needed, and in his testimony he distinctly disavows having given authority to make the Bosler contract or any other contract without the warrant of law. Any one familiar with the routine of the Interior Department knows full well that *pro forma* letters, like that from Secretary Cox requesting military escorts, are signed on the representation of clerks without perusal. That letter, and the others relating thereto, were, as you know, placed in evidence after the testimony had closed. Instead of its being available to contradict the testimony of Secretary Cox, it shows a special consideration for this favored contractor, who alone, so far as it appears from the testimony, was allowed a military escort. Little consideration need be given to J. W. Bosler's apprehension of loss by the contract of \$3 88, in which he is half interested, as he testified that he did not know the cost of the cattle being delivered under that contract.

Fourth, (No. 9 in statement.) On the 11th day of July, 1870, L. H. Roberts, M. D., acting Indian agent for the Cheyenne agency, receipted to J. W. Bosler for flour, bacon, sugar, coffee, tobacco, salt, and soap, giving the weights indicated in the bill of said Bosler. On the 29th of July he also receipted for 270,000 pounds, net, of good merchantable beef for Cheyenne Indian agency, equal to 540,000 pounds on the hoof. He testified that there were 450 oxen which he averaged at 1,200 pounds each, as is alleged, at the instance of an officer who rode through the herd. Roberts said, "I told him I was not competent to judge." Roberts was asked, "Did you ever send the certificate of Captain Irvine or any other officer on that subject?—A. No, sir.

"Q. Have you any such certificate in your possession?—A. No, sir.

"Q. You say you were not accustomed to estimating the weight of cattle; do you recollect the form of the receipt which you gave for these cattle?—A. I do not. I committed an error in not retaining a copy of the receipt.

"Q. Did you know the weight of these cattle at any other agency?—A. I did not."

The other testimony of Doctor Roberts is self-condemnatory, and no evidence of any kind was produced by him or by Commissioner Parker to verify these exceedingly loose vouchers. Doctor Roberts says that cattle were killed every Saturday. Therefore, if the large cattle-scales were out of order, as is alleged, he could have weighed quarters of beef on the scales that were used in weighing sugar, bacon, &c. Prairie fires are very unusual in July, and as nutritious grass superabounds in that region, it is hardly likely that the herders would stint cattle. On the 20th day of August, Captain George M. Randall, an Army officer of high standing, and the Indian agent at Cheyenne agency, notified Commissioner Parker that he had weighed a sufficient number of the cattle to ascertain that they averaged 934 pounds each, gross weight. The weight of the soap (as ascertained by weighing) corresponded with the bill, but the weight of all the other articles was short—say, tobacco 30 pounds, salt 120 pounds, coffee 1,155 pounds, bacon 1,770 pounds, sugar 1,405 pounds, and flour 3,120 pounds. This deficiency is ascertained by comparing the weights paid for with Captain Randall's certificate. He said in his letter of August 20th: "I shall take up the subsistence at the weights according to the inventory taken. No invoices were received from the contractor, and therefore I am unable to ascertain what amounts were received and receipted for. All the papers I have to show are the steamboat's bills of lading, which will not answer my purpose. If the memorandum receipts given by

Doctor Lorenzo H. Roberts have not been paid, I must respectfully request that they be withheld, and I be directed to furnish correct vouchers." An intelligent agent of high standing notifies the Commissioner of Indian Affairs that he will not allow his account to be charged with erroneous or fraudulent memorandum receipts given during his absence, as is known, on official duty. The Indian Department certifies this erroneous or fraudulent voucher for payment, and then does not notify the Second Auditor of the fraud or error, that it may be corrected before the next payment is made. The following question was asked Commissioner Parker:

"Was the Second Auditor ever notified of the receipt of a communication from Agent Randall of August 20, 1870?—A. Not by me."

The excess in the payment over the proper voucher given by the accredited agent, amounts to \$2,473 20. It is more than probable that the same mode of obtaining vouchers was practiced elsewhere, possibly through error, as there were no invoices, and bills of lading give the gross weight, including packages. It further appears that the following excess of weight has been paid for beyond the quantity indicated in the contract:

Flour, 59,200 pounds; coffee, 3,700 pounds; tobacco, 1,843 pounds; sugar, 8,997 pounds; salt, 150 pounds; soap, 1,500 pounds; beef on the June 17th contract, 392,934 pounds; beef on the August 10th contract, 1,007,903 pounds.

It also appears that at the Whetstone agency, when the cattle were all weighed, one drove averaged 915 pounds, another 1,017 pounds. At Crow Creek one drove averaged 976 pounds, and at Cheyenne, when Captain Randall was present, 1,025 pounds. The average weight at other agencies cannot be ascertained, as, like Dr. Roberts's receipt, the number of cattle is not mentioned, therefore it is possible that some of the vouchers may resemble it in other particulars.

Fifth, (No. 12 in statement.) The law of March 2, 1861, chapter 84, section 10, disallows contracts for services in any of the departments of the Government, except for personal services, when the public exigencies do not require the immediate performance of the service, without previously advertising a sufficient time for proposals respecting the same. As this legal requirement was fulfilled by the Quartermaster General, and as he, by public advertisement and by specific contract, included all the Indian goods, all other testimony in regard to freight is irrelevant. Indian goods were sent up the river under these contracts prior to June 30, and the Indian Office ought to have availed of them thereafter, instead of making a private contract (September 26) in violation of one law, and keeping it back from the returns office until December 16, in violation of another law. It appears from the evidence that this private contract was arranged in New York in August last, between Charles D. Woolworth, secretary of the Northwest Transportation Company, and General Parker, the Commissioner of Indian Affairs. Woolworth testified that the company for which he was negotiating had contracted in the name of Hiram K. Hazlett, their clerk, with the Quartermaster General for the transportation of Indian goods from Chicago, via Sioux City, to all the points up the Missouri River. He also knew that George K. Hazlett had contracted with the Quartermaster General for the transportation of Indian goods from St. Louis, Sioux City, and intermediate points up the Missouri River, and that the Northwestern Transportation Company had become a party to the latter contract, by agreeing to carry the quartermaster's stores and Indian freight at fifteen per cent. less than the contract price. Charles D. Woolworth testified as follows:

"Q. Had you any talk with General Parker ever about carrying Indian goods under those contracts? A. No, sir.

"Q. When you made a bargain with him for specific work, did you notify him that there was already a contract for carrying Indian goods?—A. No, sir.

"Q. Are you not aware that Indian goods could have been shipped on either of those contracts?—A. Any Indian goods delivered to us at Chicago, I suppose, we should have been obliged to carry under that contract.

"Q. Then what is your understanding of these contracts as to time? When Indian goods are delivered to you on the 1st day of September at Chicago, you date it from their receipt at Chicago; and when delivered to you on the 1st day of September at Sioux City, you date it at Sioux City?—A. Yes, sir.

"Q. Then the date is from the time these goods are delivered to you as being ready for shipment?—A. Yes, sir. But they have got to give us ten days' notice. They cannot come to us with goods without notice.

"Q. But that ten days' notice could have been given ten days before the time of receiving the goods?—A. Yes, sir."

It thus appears that under existing contracts all Indian goods delivered to the transportation company in Chicago or Sioux City before the 31st day of August could have been carried at the minimum rates—say from Chicago at an average of \$1 88, which sum, less 65 cents a hundred, the railroad freight from Chicago to Sioux City, gives an average of \$1 23 from Sioux City to all the agencies from Yankton to Bert-hold. The average freight on the other contract from Sioux City to the several agencies is \$1 33 per 100 pounds during August, and \$2 60 during September. The freight

under the Chicago contract, from the 1st of September to the 31st of October, less the railroad charges, is equal to \$3 11 from Sioux City to all the agencies. The private contract made by Commissioner Parker at New York, in August, averages, from Sioux City to all the reservations, \$4 80 $\frac{1}{2}$, but practically it equals nearly \$5 20, as \$179,247 55 were paid for the transportation of 3,281,498 pounds of freight. Of this sum \$1,218 82 was paid on goods sent to Berthold in April, when the freight, under the contract of the quartermaster, that extended to Indian goods, was 2 cents a pound, while the Government paid 7 $\frac{1}{2}$ cents a pound, by including it in the private contract of September 26. As it appeared by the books of the Second Auditor that the entire freight of \$179,247 55 was paid to C. D. Woolworth, secretary, in care of J. W. Bosler, the drafts were examined in the United States Treasurer's office. They appear to have been indorsed by C. D. Woolworth, secretary, to the order of J. W. Bosler, and by him indorsed to the order of Jay Cooke & Co., New York. From the evidence of J. W. Bosler, it appears that he wrote the name of C. D. Woolworth, secretary, on the back of each of the notes, and it does not appear that he gave any intimation to the Treasury Department that he wrote Woolworth's name. He alleges, however, that he had a letter of authority, but he did not exhibit it, although C. D. Woolworth testified that he had given that authority. This strange transaction made it important that J. W. Bosler's account with Jay Cooke & Co., New York, should be investigated by the committee. It is in evidence, and from that account it appears, that the \$179,247 55 were placed to the credit of J. W. Bosler, while the drafts in favor of the president and secretary of the Northwestern Transportation Company amount to \$65,143 75, or 2 cents a pound on the freight shipped up the Missouri River, being about the average freight under the advertised contract—say to the 30th of September from Sioux City and the 31st of October from Chicago. Commissioner Parker, in his letter of January 12, to the Secretary of the Interior, which is in evidence, says:

"Respecting the transportation, to which reference is also made as being high, and, therefore, conclusive of fraud, I reply that nearly all the Indian freight, consisting of annuity goods and some other supplies, reach Sioux City in October, at a time when navigation on the Upper Missouri had nearly ceased on account of low water and the near approach of cold weather, and I made the very best terms I could with the most responsible parties running boats on the upper river to insure the certain delivery of the Indian freight. The prices paid, in my judgment, were reasonable, and will compare favorably with what has been paid in former years, and that paid by the Army for the fall months of the present year. It must be borne in mind that the season was late; all Indian freight was bound to be taken up to their respective destinations, or endless trouble would be the result of failure, and water transportation was cheaper than by land, though both were high."

It appears, however that most of the annuity goods and groceries, and a large quantity of flour, had actually been shipped before September 26, the date of the contract, and that J. W. Bosler was bound to deliver the bacon on or before the 20th of September. It should have been delivered at Sioux City in time to ship it at the average freight of \$2 60 per hundred pounds. Flour ordered August 10, should have been delivered during that month at Chicago, Sioux City, Council Bluffs, Omaha, and other points down to St. Louis, as the freight under the contract from Sioux City advanced more than 1 $\frac{1}{2}$ cents per pound in the next month.

Sixth, (Nos. 7 and 10 in statement.) It seems necessary, in conclusion, not only to consider the subjects embraced in Nos. 7 and 10, of the statement of misconduct in the Indian Office, but also to refer briefly to facts of a like nature that are in evidence.

"WASHINGTON, D. C., February 3, 1871.

"JOHN FINN sworn and examined.

"By MR. SARGENT:

"Question. State your residence and occupation?—Answer. I reside in St. Louis; I am at present engaged in pork-packing; I am also a cattle-broker.

"Q. Do you know General Parker, Commissioner of Indian Affairs?—A. I do.

"Q. Did you in June last have any conversation with General Parker in his office, with reference to putting in a bid to furnish cattle for Indian purposes?—A. I did.

"Q. About what time was that conversation?—A. It was frequent in May, June, and July.

"Q. You spoke to him frequently about it in May, June, and July?—A. Yes, sir; I do not know the dates.

"Q. Did you make any proposition to him to furnish beef for these purposes?—A. I did.

"Q. Did you have any conversations on that subject about the time of the letting of the Bosler contract in June?—A. I did.

"Q. How near to the time of the letting of that contract?—A. The same day; I think the day before and the very day.

"Q. What did you propose to furnish him with beef for?—A. I offered him Texas

cattle at 4½ cents a pound, and American cattle at 6 or 6½ cents a pound, gross; I cannot say which.

"Q. Did you make any further offer to him in that connection?—A. I did; I told him I had cattle at the Winnebago agency, and that if he did not consider them worth 4½ cents a pound, I would take less for them; that I wanted to sell them.

"Q. Had you a contract at that time to furnish cattle to any of the agencies; and if so, for how much and to what tribes?—A. I supplied the Winnebago agency for 7 cents, net, or 3½, gross.

"Q. Did you have cattle enough on hand to take a large contract on the Missouri River?—A. No; I could not fill a large contract with the cattle I had on hand, but I could fill any contract; I could get the cattle.

"Q. What reply did Commissioner Parker make to this proposition to furnish cattle at those rates?—A. He told me he had not any money appropriated by the Government to buy cattle; that if I would give him all the cattle I ever owned at half these rates, he could not take them, because he had no money appropriated for the purpose; that he could not let a contract.

"Q. Was anything said about the condition of the Indians or the necessity of furnishing beef to them?—A. Yes; I told him I had heard from the agent at Whetstone and from other reservations that the Indians were in great need of stock, and asked him if he was not going to buy them. He told me he would not do it. I asked him what he was going to do in regard to supplying these Indians. He said the Indians would protect themselves the same as they did previously; that they could take to the plains and subsist the best they could.

"Q. Did he refuse to accept your proposition?—A. He did.

"Q. On what day was this particular conversation that you allude to with reference to the time of making the Bosler contract?—A. I could not swear to that; I think it was the 16th or 17th of June.

"Q. With reference to the time of making the Bosler contract, was it on the day you heard the contract was made, or the day before?—A. It was the same day. I cannot swear positively to that. I know from other parties that he made a contract that day. I never saw the contract; I understood that it had been made.

"Q. How long after the contract was made did you hear of it?—A. I heard within two or three hours, that same afternoon.

"Q. Did you have the facilities for executing such a contract, the herders, &c.?—A. I did.

"Q. State to what extent you had such facilities at that time.—A. I refer to General Sherman, General Allen, chief quartermaster, and General Meyers for that.

"Q. State what facilities you had in the way of herders, buildings, &c., for filling such a contract.—A. I had the means and the money. I could fill any contract the Government could give me at that time.

"Q. Did you have men in your employ to do that business, at that time?—A. I had; I had horses and cattle at the agency, and I was able at that time to fill any contract the Government would give.

"Q. Was your contract for the Winnebagoes for a part of the year, or the whole year?—A. For the whole year, twelve months.

"By Mr. CHIPMAN:

"Q. State whether you feel unfriendly, or not, toward General Parker.—A. No, sir.

"Q. Have you never expressed any unfriendly feelings toward him?—A. I did on one occasion, last year. I thought he might as well have let me have the contract at 4½ cents, as Bosler at 6½. I thought I could fill a contract as well as Bosler. That is the only time I expressed anything in that way toward General Parker, to my knowledge.

"WASHINGTON, D. C., February 6, 1871.

"JOHN T. BALDWIN sworn and examined.

"By Mr. SARGENT:

"Question. State your residence and occupation.—Answer. I reside in Council Bluffs, Iowa. I am a kind of general trader in real estate, a miller, and other things.

"Q. Do you deal in any kind of merchandise?—A. No, sir.

"Q. Were you ever present at any conversation between Mr. Finn and the Commissioner of Indian Affairs, at the office of the latter, in Washington City; and if so, when was it?—A. I was present with Mr. Finn, I think, about the middle of June, 1870.

"Q. State what passed in that conversation between Mr. Finn and Mr. Parker in relation to a contract.—A. I think Mr. Finn asked Mr. Parker if he should continue to

furnish supplies to Indians after the 1st of July. Mr. Parker replied that he did not want him to continue. Mr. Finn asked him what he was going to do with the Indians, and how he would get provisions and supplies. Mr. Parker remarked that he could not make any arrangement for supplies until there was an appropriation by Congress; that the Indians would have to hunt, or to do as they had been doing before they were getting any supplies from the Government.

"Q. Was anything said by Mr. Finn with reference to a desire on his part to have another contract?—A. I do not recollect anything.

"Q. What was your object in going there?—A. I went in company with Mr. Finn to see if Mr. Parker did not want some flour for the Indians.

"Q. Did you make any proposition to Mr. Parker with reference to it?—A. I simply told Mr. Parker that I had been engaged in furnishing contractors with flour for quite a number of years, and that I would like to make a direct sale to him or to the Government in place of selling to the contractors.

"Q. What was his reply to that?—A. He remarked that he was not prepared to make any contract at that time with me for flour, but that as soon as the appropriation bill passed he would advertise in the Chicago and Omaha papers, and would send me a copy of the advertisement. I asked him where the letting would take place. He said he did not know, but that it would take place here or at Sioux City.

"Q. How soon thereafter did you hear of the Bosler contract being let for beef and flour?—A. I learned it through Mr. Finn some two or three days afterward. That was the first intimation that I had of it. I then saw Mr. Bosler about ten days afterward.

"Q. Did Mr. Bosler tell you that he had a contract?—A. Yes, sir.

"Q. Was that before the passage of the appropriation bill, which passed on 15th July?—A. It was before that. It was in the latter part of June that I saw Mr. Bosler.

"Q. Did you receive any copy of an advertisement from Mr. Parker after the appropriation bill passed?—A. No, sir; I did not.

"By Mr. WELSH:

"Q. Did you name any price for the flour to Mr. Parker?—A. No, sir.

"Q. At what rate were you prepared to furnish it then?—A. I would have been willing to have contracted for flour at about \$2 50 a sack on the cars at Council Bluffs.

"Q. Or at the same price on the steamboat?—A. Yes.

"Q. What was the average price of flour at Council Bluffs in July, August, and September, 1870?—A. It ranged at about \$2 25—from \$2 25 to \$2 50 per sack of ninety-eight pounds.

"Q. Is that a double or a single sack?—A. A single sack.

"Q. Do you know Mr. Hoffmeyer, of Council Bluffs?—A. Yes.

"Q. Do you know anything of a contract that he had with the Government to furnish flour, at \$2 15?—A. No, sir; I am a partner of Mr. Hoffmeyer; I was aware of a sale of flour made at the mill; the sale ranged at from \$2 to \$2 75, according to the quality of the flour; he sold some 1,250 sacks to Mr. Bosler; most of it was sold at \$2 75; that was in October.

"Q. Do you recollect a sale of flour at \$2 15 a sack, bought on October 27 and paid for on November 29?—A. I recollect that."

The negotiation with Bosler referred to by Finn and Baldwin must have been going on at the time of their conversations with Commissioner Parker, as appears by a letter from J. W. Bosler, dated Carlisle, Pennsylvania, June 11, a certified copy of which is hereto appended. That letter should not have been separated from the contract of June 17, as it is appended to it in the returns office, and in fact forms part of the contract, being a description of the quality of the beef. The prices of every article correspond precisely with the contract, the beef being described as American cattle, at 6½ cents per pound, gross. The contract says "the beef is to be of good, merchantable quality, and to be delivered on foot; one-third, or thereabouts, to be delivered on or about the 15th of July; one-third on or about August 1, and the residue on or about the 1st of September, 1870."

It is somewhat significant that J. W. Bosler should have been released from his offer to furnish American cattle and allowed to substitute Texas cattle without any abatement in the price, although it is in evidence that there is a difference of two cents per pound in the market value in favor of American cattle. This contract was, in violation of law, kept in the Indian Office until July 15, when the appropriation bill became a law. It is deceptive in its appearance, as the beef is stated at so many pounds, net, while it is to be paid for per pound, gross, therefore the contract is for double the weight indicated. On the next day, June 18, the following instructions were sent from the office of Indian Affairs:

"You will receive from Mr. Bosler the supplies to be furnished under said arrangement; and should the quantity vary from the amount herein given in each or any case, either more or less, you will receipt to him accordingly; that is, you will give proper receipts for the amount of each article delivered, at the time of the delivery.

You will, also, make the necessary preparation to properly care for the supplies after they have been delivered.

"Very respectfully, your obedient servant,

"W. F. CADY,
"Acting Commissioner.

"Major J. M. GOODHUE,

"Indian Agent, Yankton Agency, Dakota Territory.

"Captain WILLIAM H. FRENCH,

"Indian Agent, Crow Creek Agency, Dakota Territory.

"Major G. M. RANDALL,

"Indian Agent, Cheyenne Agency, Dakota Territory."

From these instructions, and in one case from subsequent instructions of a like tenor, the agents were constrained to receive 75,420 pounds of flour, sugar, coffee, soap, tobacco, and salt, beyond the weight indicated in the contract; also, 392,394 pounds of beef beyond the contract of June 17, and more than 1,000,000 pounds in excess of the contract of August 10. The agents were also compelled to relieve the contractor from his obligation to keep one-third of the cattle until August and one-third till September at his own expense. They were thus obliged to hire herders at the expense of the Government, and to assume the risk of stampeding and other casualties. Commissioner Parker testified on the 24th of January, as follows:

"Q. Did you send invoices or descriptions of the various kinds of goods, sugars, coffee, and other stores sent up to the various agencies, so as to enable them to examine as to weight, quality, &c.?—A. I did not send them personally. I gave instructions that it should be done.

"Q. Do you know that they were sent?—A. Not of my own knowledge.

"Q. Can you produce evidence that they were ever sent?—A. I presume I could bring from the office witnesses who would testify that they were put into the mails. It is a rule always to send copies of invoices to the consignee, and I am perfectly satisfied that they were sent; but as I did not do it myself, I cannot give it as a positive statement. I had returns from the agents sometimes stating that something was missing, showing that they had the invoices."

On the 3d of February the following communication was made to the committee:

"No invoices were sent from the office to agents of the supplies furnished under the June 17th contract by Mr. Bosler. The agents receipted to Mr. Bosler for what they received.

"Very respectfully, your obedient servant,

"E. S. PARKER, Commissioner.

"Hon. A. A. SARGENT, House of Representatives."

As there was no description of the quality of the goods, or any account of the net weight, the agents were left at the mercy of the contractor, although the Commissioner of Indian Affairs says, "It is a rule always to send copies of invoices to the consignee." The contract of August 10th is as follows:

"DEPARTMENT OF THE INTERIOR,

"OFFICE INDIAN AFFAIRS,

"August 10, 1870:

"SIR: It being exceedingly doubtful whether, under any advertisement for supplying the Sioux of Dakota with beef and flour, they can be furnished in proper season to prevent a deficiency, I have to request that you will at once supply 1,500,000 pounds, net, more of beef, to be distributed at the various agencies on the Missouri River, in such amounts as shall be hereafter designated to you. Said beef will be paid for at the same rates per pound as is provided in your contract with the Indian Bureau, dated June 17, 1870. This beef must all be on the hoof, and of as good quality as was furnished under your contract, and must all be delivered at the several agencies on the Missouri River on or before the 15th day of October, 1870.

"You will also be pleased to collect for the Indian Bureau, for the use of the Sioux Indians of Dakota, from 2,000,000 to 3,000,000 pounds of good extra wheat flour, to be delivered in Sioux City, at as low rates as possible, which rates should not exceed 3½ cents per pound when delivered in Sioux City, ready for shipment by boat.

"Your accounts for beef will be settled in Washington, D. C., upon your presenting the receipts of the amounts received by the respective agents, who have this day been instructed to receive from you and receipt to you for the beef you may furnish under this order.

"The flour will be settled for in Washington, D. C., upon your presenting bills of lading from such transportation companies as may transport the same to the several agencies.

"Very respectfully, your obedient servant,

"E. S. PARKER, Commissioner.

"J. W. BOSLER, Esq., Sioux City, Iowa."

The same plan of deceiving the eye by inserting half the number of pounds paid for was pursued as in the former contract; 703 of these oxen were forced upon Captain Poole at the Whetstone agency, although Commissioner Parker knew that he had a six months' supply, as appears by his letter of July 13, to Superintendent Burbank. Commissioner Parker allowed J. W. Bosler not only to deliver more than a million of pounds of cattle in excess of this contract, but also to delay the time of delivery beyond the period at which the cattle purchased at \$3 88 cents were due. The order for the purchase of flour seems to have been without limit as to price or time of delivery, and it is not claimed that there was any exigency requiring immediate delivery. With the range of markets indicated in the two contracts for the transportation of Indian goods, this quantity of flour could have been had at short notice. John T. Baldwin testified that he would have furnished it at \$2 50 a sack, and if bids had been solicited by advertisement in accordance with Commissioner Parker's promise to Mr. Baldwin, what is called Indian flour could have undoubtedly been procured at \$2. This grade of flour is made not from wheat, but by grinding the boltings from superfine flour.

The charge of 6½ cents a pound freight on flour to Grand River and 7½ to Berthold, instead of 1½ and 2 cents, was the contract price, is rather hard on the Government and on the cause of Indian civilization.

Although the Bosler contract was sent on the following day to the agents, requiring them to receive all that was brought to their reservations, yet it appears that the Morrow contract of September 17 was not sent until December 2. This is significant, as J. W. Bosler had acquired half interest in the contract, and Captain Poole testified that the drovers expected to deliver all the nine months' supply at once to the agents, and that no provision for wintering cattle had been made by the contractor. I could have testified still more strongly to that fact from personal observation, as my presence alone checked the consummation of an immediate delivery. A brief reference to the history of this contract throws some additional light on this plan.

On the 27th day of August, 1870, Commissioner Parker advertised in the Washington papers for bids to furnish seven million one hundred and forty thousand pounds, gross weight, of beef cattle on the hoof, and a large quantity of bacon. The cattle to be delivered at the various Indian agencies on the Missouri River, one-ninth to be delivered from the 1st to the 15th of October, and one-ninth monthly thereafter, in such quantity as the respective agents shall require. The time of bidding was to cease on the 5th of September, at noon, and the contract then to be awarded. This would have allowed but a few days for advertisements in the western cities, and too short a time for bids, with proper security, to have been received from any distant point. It appears that J. W. Bosler bid 6½ cents for beef and 18½ cents for bacon, but it does not appear in what manner the contract was to be allotted to the various bidders, whether by averaging the bids for beef and bacon, as has been quite customary, or by considering the beef and bacon as separate transactions. The former course seems the more likely, for although the bacon is deliverable at Chicago, and the beef at the Indian reservations, yet the bacon is also allotted to five agencies. From evidence, it appears that the Secretary of the Interior interfered, by directing the proposals under the advertisement to be extended seven days, say to September 12. By this extension of time, seventeen bids for beef were made, and it is in evidence, that after the extension, J. W. Bosler united with J. A. Morrow, of Omaha, in his bid of 3½¢ per pound. It also appears in evidence, that J. McCormick, of Omaha, is a partner with J. A. Morrow, in the contract.

General William Meyers testified that John McCormick, of Omaha, sent to his office a bid by J. E. Boyd, to be taken to the Indian Office on the last day that bids could be received. This bid was at 3.90 cents per pound, the same rate as the bid by Morrow, in which Bosler and McCormick were partners. On the morning of the 12th of September, the day the bids were to be opened, a telegram was received, signed by J. W. Bosler and J. A. Morrow, reducing the bid of \$3 90 per 100 pounds for beef to \$3 88, and the bid for bacon one-fourth of a cent per pound. When the bids were opened the contract was awarded to Joseph F. Gibbs, of St. Louis, his offer being 3½ cents per pound. It is in evidence that his first-named surety is a responsible man. Gibbs was informed that the contract had been awarded to him, and on the 14th of September telegraphed thus: "I am compelled to decline my bid for furnishing beef to Indians, being unable to furnish required bonds." The natural inference is that he had been bought off by the next bidder, as is quite customary. The Indian Office seems to have quietly released the principal and his bondsmen, and awarded the contract, at an advance of 13 cents a hundred, to J. A. Morrow, J. W. Bosler having half interest in it. The control of this contract was most important to Bosler, for if it had been in the hands of others he would have been unable to force on the Government over one million pounds of beef in excess of his August contract at 6½ cents per pound; and, if the beef under the Morrow contract had been delivered at the stipulated time, Bosler would also have been shut out from his late deliveries, which were made long after the time that had been agreed upon. If the scheme for immediate delivery that Captain Poole referred to in his testimony had not been thwarted, and the cattle had been delivered promptly,

there would have been a profit on the Morrow contract of eighty thousand dollars, if all the cattle cost the same as those delivered at Whetstone.

As it is the province of the Committee of Investigation to draw its own inferences from the testimony, and to form its own conclusions, I leave the subject with you after this hasty review of the case. It should be borne in mind that more than two hundred pages of closely-printed testimony were placed in my hands yesterday, with directions to furnish a written summary to-day. Allow me to thank you for your uniform courtesy toward one trained wholly in mercantile pursuits, and quite ignorant of legal forms and usages. I had supposed that the investigation would have been conducted by the committee; but when Commissioner Parker employed counsel to procure testimony, and to train and to question the witnesses, it became apparent that I must, to a certain extent, conduct the investigation or also employ counsel. The former course, although in most respects less advantageous to the case, seemed more kind, therefore I adopted it.

If, on examining the evidence, you find, as I believe you will, the wrong done to the Government and to the Indian to be much greater than it appeared to be in my letter to the Secretary of the Interior, I know you will not attribute it in any wise to skill in conducting the case, but to the development of malpractices that have become chronic. (The unusual freedom from personalities during the progress of this long investigation, affords one pleasant reflection, although there is still much that is painful in the performance of this, one of the sterner duties of life. From your intelligent and earnest consideration of the case I feel confident that the cause of Indian civilization will be promoted, therefore the sole object that I had in revealing the alleged wrongs to the Secretary of the Interior will be accomplished.

WM. WELSH, of Philadelphia.

LETTER OF MR. PARKER.

MR. CHAIRMAN: In asking you to consider the suggestions submitted by my friend and counsel in this investigation, General Chipman, it is proper, perhaps, that I should say a word myself. I will not attempt to go over the testimony, as that has been done by my friend, nor could I do so with any satisfaction to myself, or in any way to aid your committee, for I have not been able to attend the investigation, during its progress, and am not familiar enough with the facts of record to assist you in your examination of it. I do not know, either, that I can now add anything to what I have said under oath, in reply to questions asked me by the committee, and which I suppose were intended to cover the whole ground of this investigation. When I entered upon the discharge of the duties of my office, I knew how sensitive the public were with regard to the administration of our Indian affairs. I knew, too, the solicitude with which Congress has always regarded that Bureau of our Government service, and firmly resolved that I would administer the office to the best of my ability, and in such a manner that no taint of dishonor, at least, should ever attach to my conduct. To what extent my ability has proved equal to the duties devolved upon me, it is not becoming for me to speak. I know that I have spared no pains, no sacrifice of personal convenience and pleasure, to discharge my whole duty faithfully. I do not claim that I have made no mistakes, for that is more, I think, than can well be claimed by any public officer; but, Mr. Chairman, I do say, and I speak it in as solemn a manner as I am capable, and to this extent I have already sworn, that I have never profited pecuniarily, or indeed otherwise, by any transaction in my official capacity while I have been serving as Commissioner of Indian Affairs. I cannot know in advance how you will regard the various matters which have been made the subject of your investigation, as they effect my personal honor and official integrity; but whether they are sufficiently explained by the facts in the record or not, no view which you may take of them can change the knowledge within my own breast, that I have never sought to defraud the Government out of one penny, or have knowingly lent my aid to others with that view. There is not to be found anywhere in connection with this trial—if I may speak of it as a trial—a single transaction about which I had at the time, or until Mr. Welsh published his letter of December last, the slightest suspicion that my conduct would be inquired into. All of my official acts now before your committee were performed in the usual routine of my official duties. I gave them no further thought afterward than such as would naturally come up in the mind of a public officer in the casual review of his past administration. When I was, in January, suddenly called upon to explain transactions of my office, six months previous, I could only rely for explanation upon such records as happened to remain in my office, and upon such facts as I could from other sources, bring to the attention of the committee. As to the effect of these records and facts, you are to be the judges, and I leave them with you in the full belief that you will weigh them well before you condemn my action. If human tes-

timony is to be believed, and if my sworn statements, as well as the sworn statements of others with whom I was suspected of being in complicity, are to be credited, I think I may safely leave the question of my personal honor in your hands. As to the wisdom of any particular act of mine into which you have been examining, of course your judgment and mine may differ, and as to this I can only rest upon the circumstances surrounding me at the time, and the facts in the record, tending to show whether I acted wisely or not.

You must admit, Mr. Chairman, that the matter is one of great moment to me, and while I have no right to ask at your hands any report other than that which may be the result of your own convictions, I think I have the right to ask that at the time you make it to the House of Representatives, you will also state all the material facts upon which your conclusions should rest. I do not shrink from any responsibility which I have incurred, or its just consequences, and I only ask that that body which ultimately determines upon the result of this investigation, shall have that full knowledge of my conduct which will enable them to form a correct judgment in a matter of such great importance to me.

E. S. PARKER.

Hon. A. A. SARGENT,
Chairman, &c.

REMARKS OF MR. CHIPMAN.

MR. CHAIRMAN: In presenting to your committee what I shall desire to say with respect to the charges against my friend General Parker, it may not, perhaps, be improper to give the origin of this inquiry, although it may not be of much consequence in an examination of the merits of the charges themselves. On the 7th day of December last, Mr. William Welsh, a citizen of Philadelphia, addressed a letter to the Secretary of the Interior, which he caused to be published in the newspapers of this city, at or before the time it had reached the Secretary's eye. This letter contained no specific allegations of guilt against the Commissioner of Indian Affairs, and yet its statements were of such a character as to attract public attention; and on December 12, following, the matter was brought to the attention of the House of Representatives by Mr. Sargent of California, and the following resolution passed:

House Resolution, December 12, 1870.

"Resolved, That the Committee on Appropriations be directed to inquire and report to this House what effect, if any, has been given to the following provision of the act 'making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes for the year ending June 30, 1871, and for other purposes,' namely: 'It shall be the duty of said board of Indian commissioners to supervise all expenditures of money appropriated for the benefit of Indians in the United States, and to inspect all goods purchased for said Indians in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commission in making purchases of such goods.' Also, to what amount moneys have been expended on goods purchased in disregard thereof; also, whether the contracts for the purchase of flour or beef cattle for the Indian tribes on the Missouri River have been corruptly or improvidently made, or for greater quantities than required by the service; also, to investigate the charges of fraud and improvidence against the Indian service made in the report of William Welsh, esq., to the Secretary of the Interior; also, whether any portion of the sum of \$90,000 appropriated in said act for the Quapaw Indians has been paid to other parties or diverted from its intended use; and that they have power to report at any time, and send for persons and papers."

At the time Mr. Welsh's letter appeared, and these proceedings in the House of Representatives occurred, General Parker was absent in the Indian Territory, upon business connected with his Bureau. He returned in the early part of January, and, on the 12th of that month, addressed a letter to the Secretary in reply to Mr. Welsh.

Meanwhile, however, a sub-committee of the Committee on Appropriations, consisting of Messrs. Sargeant, Lawrence, and Beck, had been appointed to inquire into the matters contained in the House resolution, and on January 9, Mr. Welsh, in reply to what he styles "an official note" from the sub-committee, submitted thirteen charges, which I think it my duty here to state in full. They are as follows:

"STATEMENT OF MISCONDUCT IN THE INDIAN OFFICE.

"First. Extensive purchases of cattle, flour, groceries, &c., by private contract, about June 17, August 10, 1870, and at other times, in direct violation of a law of the United

States, which requires such supplies to be advertised for in the public newspapers before purchases are made.

"Second. Large purchases made nearly a month before the passage of the appropriation bill, and therefore without warrant of law, and to an extent not warranted by any exigency—the payments to one individual alone amounting to more than three hundred and thirty-five thousand dollars. The letters of June 18, 1870, from the Indian Office to Agent Poole and others, show conclusively that there was no exigency requiring large purchases, as one-third of the cattle were to be delivered about July 15, one-third August 1, and one-third September 1, 1870.

"Third. A violation of the appropriation bill passed July 15, 1870; section 3 making it the express duty of the Commissioner of Indian Affairs to consult the board of commissioners in making purchases of all goods to be paid for under said appropriation bill; large purchases of beef, flour, &c., having been made without the knowledge of said board of commissioners.

"Fourth. Section 3 of said appropriation bill makes it the duty of the board of Indian commissioners 'to supervise all expenditures of money appropriated for the benefit of the Indians in the United States, and to inspect all goods purchased for said Indians, in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commission, &c. This well-defined duty imposed on the Commissioner of Indian Affairs was only complied with in the supervision and inspection of dry goods, and wholly neglected in other and far more extensive and important expenditures of money.

"Fifth. Culpable neglect in not ascertaining by telegraph or otherwise how much beef and other supplies were likely to be furnished by contractors under the Commissary Department before making large purchases of beef, &c., as per contracts of June 17 and August 10, 1870.

"Sixth. Exorbitant prices paid for provisions about June 17 and August 10; six and one-half cents per pound being the contract price for Texas cattle on the hoof, to be received and receipted for by the agent immediately on the arrival of the herd. The Commissary Department was at that time supplying the agencies at 4.45 cents per pound, and a contract, when properly advertised, was subsequently made by the Indian Department at 3.88 cents per pound. In both cases the contractor was bound to keep the cattle at his own expense and risk, deliverable as required by the agent from time to time during the period of nine months. The contractor for the cattle at 6½ cents is also a partner in the contract at 3.88 cents. He and others in the cattle business admit that the cost and risk of keeping Texas oxen in that stormy region and near hostile Indians for delivery as needed, exceeds 1½ cents per pound, which, deducted from the 4.45 and 3.88, make the purchase at 6½ cents for prompt delivery equal to an advance of 100 per cent. on the commissary's contract, and 150 per cent. on the contract made by the Indian Office in pursuance of law, after proper public advertisement. I was credibly informed, and believe, that the cattle delivered in November at 6½ cents a pound cost but 2½ cents at some reservations, 2.85 cents at others, and 3 cents at the most remote. I am offered oxen in full supply for the next season at 2½ cents a pound, delivered on the banks of the Missouri River, from June 15 to July 1, although the price of cattle has materially advanced in Texas since last spring. The best of the cattle, say 4,000 head, of the 3.88-cents contract, cost 3 cents a pound, because they were bought so late that they could not reach Grand River before the close of November. I was credibly informed, and believe, between two and three thousand cattle under the same contract, were very inferior to the others, and that some of them cost 2½ cents a pound, or less.

"Seventh. The following wrongful and censurable instructions to agents, dated Indian Office, June 18, 1870: 'If the quantity of any or all of the articles delivered should vary from the foregoing, either more or less, it will make no particular difference. You will give Mr. Bosler proper receipts for all the supplies furnished by him at the time of the delivery.' 'The foregoing instructions' notified the agents at Whetstone that one-third of the cattle would be delivered, each, about July 15, August 1, and September 1, 1870. Mr. Bosler notified the agent that he would thrust upon him about one thousand cattle by July 20. The agent remonstrated, as he had then nearly three months' supply on hand. A telegram from the honorable Commissioner of Indian Affairs, dated July 20, 1870, compelled him to receive from J. W. Bosler all the cattle he brought, say 839 head, in addition to the 1,200 already on hand at the agency. The agent reports that these additional cattle will cost him \$600 per month for herders, in addition to stampeding and other casualties. As these letters of instructions show that the contractor might deliver in July, August, and September, a plea that the contract for supplies was made to meet an exigency has no foundation in fact; and the reason for this very peculiar clause became manifest on this, and especially on subsequent occasions, for deliveries of 6½-cent cattle were made in November, and attempts were made in the same month to force 7,000 additional oxen on the agents, contrary to contract.

"Eighth. The neglect to advertise for proposals to furnish cattle, immediately after

the passage of the appropriation bill, July 15, is not culpable, but seems to be something worse, when coupled with the fact that additional cattle, to the extent of more than \$155,000, were purchased privately on or about August 20, and were allowed to be delivered as late as November 14, when, under the advertised contract, cattle were to be ready for delivery as early as the 15th of October, at 3.88 cents a pound.

"Ninth. Neglect in not notifying the Second Auditor of the receipt of a notification from Agent Randall, of Cheyenne, that his sub-agent had receipted for Texas cattle at twelve hundred pounds, instead of nine hundred and thirty-eight pounds, the actual weight, &c. Also, culpable remissness in paying large sums of money on vouchers from irresponsible persons, not officially known to the Department, said vouchers not giving the number of the cattle, or stating whether they had been weighed or estimated, and by whom, or, in the case of net weight of beef, whether the oxen had been killed, or how the estimate had been made.

"Tenth. Neglect in not sending a copy of the contract of September 17 to the various agents, as had been done with the private Bosler contract. The instructions of June 18, to receive without restriction, had not been revoked, but had been strengthened by the telegram of July 20, from Commissioner Parker, ordering Captain Poole to receive without limit. That there was a collusion in an attempt to defraud the Government is more than probable from the following reasons: 1. J. W. Bosler, the contractor at 6½ cents, is also a partner in the contract of September 17, at 3.88 cents, and he avers that Governor Carney, the representative of another ring, or combination of bidders, offered \$40,000 if the bid of 3.88 was withdrawn. 2. A nine months' supply of oxen, say nearly 7,000 cattle, would not have been driven to the Missouri region in November if the contractors had expected to be held to their bargain. 3. No preparations were made by the contractors to keep the cattle, or to kill them and freeze the beef. That is, no hay was provided, no horses purchased, no herders hired, and no houses erected for protecting frozen beef. 4. A partially-successful attempt was made by the contractors, or their agents, to force these cattle on the Indian agents; and they would have been largely, or perhaps wholly successful, if I had not, when in Washington, demanded to see the contract, and was therefore prepared to caution the Indian agents. Before I reached Crow Creek some 400 of these cattle had been forced on an agent who had already resigned. He averred that he had given a temporary receipt under false representations. These new cattle caused his whole herd to stampede.

"Eleventh. Wastefulness of the public money in purchasing other articles, all from the same favored contractors; say bacon, (with the rib bones), at 25 cents per pound; coffee at 28 cents per pound; common sugar, made from molasses, at 18 cents per pound; inferior tobacco at 85 cents per pound, and flour at 6½ cents per pound, delivered at the agencies. Also, in buying from the same person, a resident in Pennsylvania, 25,000 ninety-eight-pound sacks of second-quality flour, at \$3 50 a sack, delivered at Sioux City, where the market price was \$2 20, purchasing all privately from one person instead of advertising according to law, and not allowing bids of one thousand sacks or more, that persons living near the reservation might find a market for their products and manufactures. Wheat could have been contracted for at from 1 to 1½ cents per pound, and a more nutritious diet manufactured on the reservation, with existing machinery, at less than half the cost of the flour furnished.

"Twelfth. Exorbitant rates paid for freight up the Missouri River, by not encouraging or allowing competition.

"Thirteenth. Grievous wrongs to the Indian service by allowing peculiar facilities to a superintendent or superintendents, agent or agents, having strong political friends, by which the Government has been defrauded or the welfare of the Indians retarded.

"WM. WELSH.

"PHILADELPHIA, January 9, 1871."

To the charges General Parker replied as specifically as possible, in a communication dated January 13, as follows:

"WASHINGTON, D. C., January 13, 1871.

"DEAR SIR: I have the honor to acknowledge the receipt of your communication dated January 11, 1871, in which, by instructions of the Committee on Appropriations of the House of Representatives, you forward me, inclosed, a copy of a communication of William Welsh, esq., dated Philadelphia, January 9, 1871, and stating that you will receive any reply that I may be pleased to make.

"I do not understand, from your communication, that I am personally or officially called upon to answer before your committee for any misconduct in office, or that, beyond the accusations contained in the letter of Mr. Welsh and matters connected therewith, there is anything pertaining to my administration, as Commissioner of Indian Affairs, into which you propose an investigation. I address myself, therefore, at once to the charges made by Mr. Welsh.

"First. That I made extensive purchases of cattle, flour, groceries, &c., about June 17 and August 20, 1870, and at other times, in violation of law, I deny.

"Second. That I made large purchases a month before the passage of the appropriation bill, (of July last, I suppose he means,) without warrant of law, and not warranted by any exigency, I deny.

"Third. That I made purchases, in violation of section 3, appropriation act, approved July 15, 1870, I deny.

"Fourth. That I violated said section 3, by reason of matters contained in said charge, I deny.

"Fifth. That there was any culpable neglect, on my part, in not ascertaining the quantity of supplies likely to be furnished by the Commissary Department, before making purchases June 17 and August 20, 1870, I deny.

"Sixth. As to many of the allegations in charge sixth, I have no knowledge. That I purchased beef cattle in July and August, 1870, at prices greater than subsequently paid for beef cattle delivered under contract, is true. But my action in the matter was based upon the necessities and circumstances then surrounding me, which I will fully explain to the committee if it is desired.

"Seventh. That I issued any wrongful and censurable instructions to agents, relative to receiving supplies in July or August, 1870, or at any other time, as alleged, I deny. My instructions are to be found in the Office of Indian Affairs, and will be furnished, together with any explanation your committee may require.

"Eighth. That I was guilty, as charged, of any culpable neglect in the matter of advertising for proposals after the passage of the appropriation bill of July 15, 1870, I deny. As to purchases subsequently to the passage of the act, I will make full answer, whenever informed by the committee that such answer is desired.

"Ninth. That I was guilty of culpable neglect and remissness in failing to give proper notice to the Second Auditor in any matter whatever, or that I was so guilty in paying vouchers of any character, as charged, I deny.

"Tenth. That I was guilty of neglect in not sending a copy of the contract of September 17, 1870, to the various agents, as had been done with the contract of J. W. Bosler, or that there was any collusion between Mr. Bosler and myself, I deny. Whether there was collusion in an attempt to defraud the Government between persons other than myself, as is by Mr. Welsh asserted to be probable, for reasons stated by him, I know not. But that I had knowledge of any such collusion, or had ought to do with it, if such attempt was made, I deny.

"Eleventh. That I was guilty of 'wastefulness of the public money in purchasing other articles from Mr. Bolster,' as alleged by Mr. Welsh, I deny. That I should have provided cracked wheat for the Indians instead of flour, is a matter of policy, in supplying these people, about which there may be honest difference of opinion, and I suppose I need suggest nothing further in reply to the charge that I preferred to furnish flour.

"Twelfth. That 'I paid exorbitant rates for freight up the Missouri river, by not encouraging or allowing competition,' I deny.

"Thirteenth. That I was guilty of 'grievous wrong to the Indian service by allowing peculiar facilities to a superintendent or superintendents, agent or agents, having strong political friends, by which the Government has been defrauded, or the welfare of the Indians retarded,' I deny.

"Your committee will observe, upon reading the charges numbered from one to thirteen inclusive, that in some cases they contain statements of facts of which I have no knowledge; that they abound in inferences of the person making them which do not necessarily follow from the facts themselves; that they cover a wide range of inquiry, not only into particular transactions, but the general policy of the Indian Office; that they are often vague and uncertain in allegations of facts, but of this I care little. There are substantial averments which concern me personally and officially, and all such I stand ready to answer.

"Your committee now have the charges and my reply.

"I suppose the just and proper course in such investigations will be pursued, and that the accuser will be called upon to make good his charges.

"To the extent of all knowledge in my possession I offer my assistance.

"I only ask to be permitted to be present when witnesses are called and have the privilege of cross-examination; to be furnished with a copy of the evidence, if consistent with your rules of procedure; and to be permitted to call witnesses myself to explain any matter deemed important where witnesses may be necessary.

"I have the honor to be, your obedient servant,

"E. S. PARKER.

"Hon. A. A. SARGENT,

"Chairman Sub-Committee, &c., House of Representatives."

I think, Mr. Chairman, that no one who will take the trouble to read the record in this case will doubt the thoroughness of your investigation. Certainly, whatever of knowledge that persistent, patient, and searching inquiry could produce will be found here. The prosecutor, Mr. Welsh, has been denied no facility in any quarter, official or otherwise, which would lead to the discovery of any important fact connected with his

charges. He has had access to the files and records of all the departments and bureaus of the Government, and has used this privilege freely. He has even caused to be brought before the committee the private bank account of at least one person with whom he suspected General Parker may have been in collusion. And I do not doubt that the same zeal which led him into the examination of this bank account has also led him to make the same fruitless search with regard to the private bank account of General Parker elsewhere.

I believe I do not state more nor less than the truth, when I say that the committee, for the purposes of the investigation, proceeded upon the theory that the charges were true, and that it was its duty to establish their truth, if possible, leaving the accused to defend himself without the aid of the committee. No one can read carefully the examination of witnesses without perceiving the truth of this remark. I mention this, Mr. Chairman, with no view of complaining, but rather that no one shall say there was any dereliction of duty on the part of this committee. There is a theory in military prosecutions before courts-martial, that the judge advocate is counsel both for the accused and the Government. But this is impossible in practice, as I think it is impossible for any committee to investigate charges against individuals, with the prosecutor standing at their side, without itself becoming more or less the prosecutor.

But that duty of the committee is discharged. You are now to enter upon a consideration of the evidence as judges. You are to drop the character of investigators, and assume a higher function. To the committee as judges, then, I shall address myself.

The record in the case is a large one; the charges are somewhat numerous, and I do not find it possible to thoroughly analyze the evidence in any very brief space. I trust, therefore, I may be heard patiently through. Recurring to the resolution introduced into the House, as well as the charges preferred by Mr. Welsh, the basis of this prosecution, I find what contains the basis of inquiry. The House resolution directed inquiry into the following matters:

1. To inquire and report what effect, if any, has been given to the third section of the appropriation act approved July 15, 1870, which is as follows:

"And it shall be the duty of said commissioners (referring to the board of commissioners created by the act approved April 10, 1869) to supervise all expenditures of money appropriated for the benefit of Indians in the United States, and to inspect all goods purchased for said Indians, in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commissioners in making purchases of such goods."

2. As to what amount of moneys have been expended on goods purchased in disregard thereof.

3. Whether the contracts for the purchase of flour or beef cattle for the Indian tribes on the Missouri River have been corruptly or improvidently made, or for greater quantities than required for the service.

There are many things stated in the series of charges presented by Mr. Welsh upon which no proof has been adduced. I suppose I need only present those questions for consideration which seem to have been regarded as important by the committee, and upon which evidence is to be found in the record. Laying out of view, then, entirely for the present, the order in which the charges are presented, or matters of inquiry mentioned by the House resolution, I will endeavor to take up, as near as may be in order of time, the several official acts of the Commissioner of Indian Affairs of which complaint is made.

J. W. BOSLER'S CONTRACT, JUNE, 1870.

First, then, as to the contract made on the 17th of June, 1870, with J. W. Bosler for the supply of beef, bacon, flour, coffee, sugar, salt, soap, and tobacco, to the various Indian agencies along the Missouri River, from the lowest or Yankton agency to the highest or Grand River agency. It is alleged that this contract was made in violation of the third section of the appropriation act approved July 15, 1870. But this allegation need not be considered, as the contract was made previously to the passage of the act. And if it should be said that, notwithstanding this fact, yet the supplies delivered under the contract should have been inspected by the board of commissioners where the delivery occurred after the passage of the appropriation act referred to, I answer that the supplies, except beef, were all delivered before the passage of the act. As to the beef I will reply further along.

It is also alleged that this contract was made in violation of law, in that the supplies or provisions embraced in it were not advertised for, and the contract was made in the absence of any exigency warranting it. The provision of law with regard to the making of contracts is as follows:

"All purchases and contracts for supplies or services in any of the departments of the Government, except for personal services, when the public exigencies do not require the immediate delivery of the article or articles, or performance of the service, shall be made by advertising a sufficient time previously for proposals respecting the

same. When immediate delivery or performance is required by the public exigency, the articles or services required may be procured by open purchase or contract at the places and in the manner in which such articles are usually bought and sold, or such services engaged between individuals." (Sec. 10, act March 2, 1831, 12 Stat., p. 220.)

It will be perceived that the same law requiring advertisements authorizes the making of contracts where an exigency exists. It then becomes a question only as to what constitutes an exigency. Now, I take the position, Mr. Chairman, that we are not bound to show an exigency to have existed. It is sufficient to show that the officer believed an exigency upon him and acted with reference to it; and unless it appears that the officer acted corruptly, we have no right to question his judgment in the premises. The administration of Indian affairs is peculiar to itself. Indeed, it can hardly be said to do violence to reason, by assuming that exigencies in the Indian service constantly arise, and that the Bureau of Indian Affairs could not well be managed if the strict letter of the law were pursued in all cases.

This question of exigency has much to do with the inquiry now before us; and that the theory of it here presented may be shown to be not new, I desire to refer to adjudicated cases in courts.

I call attention to the case of *The United States vs. Speed*, 8 Wall., 77.

This was a suit upon a contract made by Major Simonds, a commissary in the Army, for slaughtering hogs for the Army at Louisville, in 1864. No advertisements for bids or proposals were put out before making the contract.

The validity of the contract was afterward denied, and suit was brought in the Court of Claims, and judgment rendered in favor of the claimant.

The United States appealed to the Supreme Court, and at the trial, among other objections to recovery, the Assistant Attorney General plead the act of March 2, 1861, (12 Stat., 220), and urged that the contract was not binding, because there was no advertisement for proposals.

The Supreme Court, by Mr. Justice Miller, says:

"But that statute, while requiring such advertisement as the general rule, invests the officer charged with the duty of procuring supplies or services with a discretion to dispense with the advertising, if the exigencies of the public service require immediate delivery or performance.

"It is too well settled to admit of dispute at this day, that where there is a discretion of this kind conferred upon an officer or board of officers, and a contract is made in which they have exercised that discretion, the validity of the contract cannot be made to depend on the degree of wisdom or skill which may have accompanied its exercise."

The learned justice cites *Pha. and T. R. R. Co. vs. Stimpson*, 14 Peters, 448; *Martin vs. M—t*, 12 Wheaton, 19; *Royal British Bank vs. Turquand*, 6 Ellis and Blackburn, 327; *Reas vs. Reed*, 1 Wheaton, 482; 25 English Law and Eq. R., 1 4.

I cite also *V— vs. Young*, 11 Johnson, 158; *Wilkes vs. —*, 7 Howard, 89; *Gould vs. Hammond*, 1 McAll, 235.

I cannot now stop to examine adjudicated cases. The law, however, is well settled, and no lawyer will dispute it, that where a discretion is devolved upon a public officer he is the sole judge of the facts which move him to the exercise of that discretion. No one at the time can question his judgment and *a fortiori* can no one afterward assume to say he acted unwisely.

But this case does not rest upon abstract principle unsupported by fact. Commissioner Parker did not make this contract without the strongest reason impelling him. It is in evidence that early in the spring, when the leading representatives of the Sioux Indians were at Washington, the importance of keeping ample supplies for those Indians along the Missouri River who were disposed to come in and submit themselves to the workings of the President's policy, which contemplates feeding rather than fighting the Indians, was fully discussed; and the faith of the nation was pledged, through its Executive, that there should be no failure on the part of the Government in carrying out its promises in this particular. An arrangement existed by which these Indians were being fed by the Commissary Department; but this arrangement was to conclude on the 30th of June, and the correspondence between the Interior Department and the War Department, in the latter part of May and the 1st of June, shows that beyond this time the Indian Bureau could not look to the Commissary Department for supplies.

See letter of Commissary General Eaton, May 27, 1870; letter of Commissioner Parker to General Eaton, June 1, 1870; letter of Commissioner Parker to Governor Burbank, superintendent of Indians for Dakota Territory, June 1, 1870; requisition of Lieutenant Woodson, acting commissary of subsistence at Whetstone agency, June 4, 1870; letter of Acting Commissary General of Subsistence Clarke, of Military Division of Missouri, to General Eaton, June 15, 1870; letter of General Eaton to the Secretary of War, June 8, 1870; letter of Adjutant General Townsend to the Secretary of the Interior, June 18, 1870.

In one of Governor Burbank's letters, (June 18,) he says:

"Allow me to call your attention to the statement of Major Hearn, that the flour,

bacon, sugar, and coffee will last only to July 1. You are well aware that we must feed or fight the Indians in this superintendency, and, by failing to have full supplies on hand, we furnish the disaffected with an argument, or pretext at least, to compel those who are disposed to be friendly to join them.

"I trust that you have the means at your command to send a full supply at once; but, if not, I hope that you may devise some means whereby subsistence can be kept on hand at this and all the other agencies."

Agent Hearn, from the Grand River agency, June 2, 1870, writes:

"I earnestly request that supplies be forwarded as soon as possible, as the deportment of the Indians deserves that the Government should promptly comply with the conditions of their treaty."

Again, July 1, Agent Hearn writes:

"We are entirely out of flour and bacon. * * * Many Indians are dissatisfied, and think the Government is going to stop feeding and clothing them, as their supply of provisions for the coming year has not arrived, and they are living on corn and beef. I respectfully request that supplies be forwarded as soon as possible, if they are not already on the way."

Agent Hearn writes from Grand River agency, July 31.

"I received provisions on the 15th of July, and the Indians were very well pleased, as a great number supposed that the Government was going to stop feeding them."

To go back in point of time, we find Captain French, agent at Crow Creek agency, writing as follows, June 7, 1870:

"SIR: I have the honor to report that the supply of bacon for the agency was exhausted on the last of March, and that I have but three weeks' issues of sugar and coffee on hand.

"The bacon is an indispensable article with the Indians, without which they cannot cook their flour, they having no baking powders, nor the means to purchase them with, and have to rely entirely upon grease to make their bread rise.

"The Lower Yanktonais at this place will be left in a very destitute condition should Congress fail to make an appropriation for their support. There is no game on their side of the Missouri River, and were they to hunt upon the territory of the Teton Sioux, they would be massacred by the hostile Indians.

"Very respectfully, your obedient servant,

"WILLIAM H. FRENCH, JR.,

"First Lieutenant and Brevet Captain U. S. A., U. S. Indian Agent.

"Hon. JOHN A. BURBANK,

"Governor and ex-officio Superintendent Indian Affairs, Dakota Territory."

Governor Burbank, superintendent of Indian affairs, Dakota Territory, forwards a letter, June 11, in which he says:

"Allow me to most respectfully request that you take the proper steps to have a supply of the articles named sent at the earliest moment possible."

On the 15th of June Major Goodhue, the agent of the Yankton agency, writes to Commissioner Parker, submitting an estimate of provisions necessary for that agency, and remarks:

"I cannot too strongly urge upon the Department the importance of making provisions for the Indians of this agency, commencing with the month of July. All the rations provided for them under contract of last year will have been consumed by that time, and, in my judgment, if the Department should cease to feed them at this time, the Indians will scatter, many of them joining the disaffected Sioux, who are now committing depredations along the line of the Union Pacific Railroad. The Indians of the upper agencies are constantly taunting the Yanktons with a statement of the fact that they, (the Yanktons,) who are peaceable and friendly to the whites, have never received the presents and provisions from the Government that they, the hostile and unfriendly ones, have. If the Government should feed the Indians of the Whetstone, Cheyenne, Crow Creek, and Grand River agencies during the coming year, and withhold supplies from the Yanktons, it will result in the disintegration of the tribe, and have a strong tendency to alienate the friendly feeling now existing toward the Government. And if perchance there should be an uprising of the Sioux Nation this year, the Yanktons, smarting under what they deem the neglect of the Government, would in all probability join the hostiles. It is of the first importance, in view of the past and present efforts to advance these Indians in civilization, to pursue a policy that will induce them to remain contentedly on their reservation. If they become scattered and disaffected, in a very short time they will relapse into the same degree of wildness and barbarism that now characterizes their brothers of the Upper Missouri.

"In view of these facts I would earnestly invite the attention of the honorable Commissioner of Indian Affairs to the importance of making ample provision for subsisting the Yankton Indians."

I have given here but a small portion of the evidence tending to show the emergency under which the Commissioner made this contract in June.

In his examination before the committee, in reply to a question put by Mr. Beck, as follows: "What was the exigency that required a contract of that magnitude?" he replied: "The Sioux of Missouri, in 1870, had five agencies along the Missouri River, covering a distance up and down the river of, I suppose, between six and eight hundred miles. They had recently come into these agencies and located under the stipulations that they should be subsisted there according to their treaty with the peace commission. In the appropriation bill for the fiscal year ending June 30, 1870, was the appropriation of two millions in bulk for the use of the Indians generally. After the passage of the appropriation bill an arrangement was made with the Commissary Department of the Army to subsist the Indians wherever it was necessary, to be paid out of that two million fund. These Sioux Indians, while they were not really friendly, were not absolutely hostile. The appropriation bill was hanging here in Congress. On the 15th of June, two weeks before the arrangement with the Commissary Department was to terminate, we saw before us very serious difficulties. If the office took no action at all for continuing the supplies after the Commissary's had ceased, we feared the Indians would either leave the agencies or subsist themselves by depredating upon what they could find about them. We did not want them to leave the agencies, or enter into any kind of depredations. My idea was, that if we could subsist them for three months, we could in the ordinary routine of the office be able to make regular arrangements for subsisting them after that time. And in making this contract of the 17th of June, my intention was to cover the exigency which then seemed to arise for subsistence for about three months from the 1st of July."

I cannot believe that any one will seriously doubt the presence of an exigency at this time, or the duty of the Commissioner to meet it. On the contrary, he would have deserved censure not to have acted promptly and boldly to meet the impending danger; and as he has testified that he acted up to his best judgment, and with the best guides then within his reach, he ought not now to be called to answer for his conduct. But it may be said that he acted improvidently, and involved the Government in a wasteful expenditure of public funds. If he did this, but did it honestly, he ought not to be blamed. Yet it might be urged that he is unfit to hold the position he occupies on this account, admitting that he is not morally culpable. It then becomes necessary to notice whether he did, in fact, act improvidently; whether he paid too great a price for the supplies purchased by him. As this question of prices for supplies purchased runs through subsequent transactions, I will treat of that as a separate subject, and not stop here to discuss it. I cannot see that any question as to the magnitude of purchases can be made, except it shall be shown that they were greatly in excess of the requirements. An exigency is not to be judged of by the proportions. It may require a large outlay of money, or a small one, but the magnitude of the expenditure can have nothing to do with the exigency. It must be borne in mind that there were many thousands of these Indians; that the number varied. The policy of the Government was to invite all to come into the agencies who might choose to do so. To show this I quote from a letter of Major Randall dated April 9, 1870, in which he says:

"I have the honor to state that I am at present subsisting six thousand five hundred Indians at this agency, (Cheyenne,) and, at the least calculation, three thousand more than was expected here for subsistence, and they are daily arriving."

I might further quote from testimony to show that the prompt action of the Commissioner probably saved an outbreak, but I do not see that question will be made now of the fact that he wisely met the emergency, except as to the means by which he met it.

PURCHASE OF BEEF FROM J. W. BOSLER.

There is, perhaps, more question made as to the price paid for beef than any other item of purchase inquired into by your committee, and as the amount of beef in quantity and in value was quite large, I deem it important to examine at some length the testimony upon this point.

There were but two purchases of beef about which question is made—one of June 17, 1870, by contract with J. W. Bosler, at six and one-half cents a pound, gross; and the other by an extension of that contract, dated August 10, 1870. I quote from the Commissioner's testimony with regard to prices, (p. 19:)

"Q. You speak of having inquired; what means did you take on the 17th of June or thereabouts, to ascertain the lowest prices at which cattle could be furnished?—A. For several weeks previous to the 17th of June, I had been in the habit of talking almost daily with parties visiting my office, upon the subject of whether articles of subsistence could be had for an emergency in the region of these agencies, and, in my own mind, I had come to some conclusion as to what we would have had to pay, in a sudden emergency, for these articles of supply. The only means I could take was conversation with parties who were familiar with the country, and who were dealing in cattle."

There was at the time a contract in existence with the Commissary Department, by which beef was being supplied to these agencies and to the Commissary Department at 4.44 cents gross. That contract had been let the year previous, and ran during the years 1869-'70, and expired June 30, 1870; but, as we have seen, the arrangement by which the Indian Department could be supplied under that contract expired at that time, and could not be continued. I quote from the Commissioner's testimony, (p. 25.):

"Q. What price was the War Department paying that commissary contractor at that time?—A. Four and forty-four hundredths cents.

"Q. To be delivered at the agencies?—A. Yes, sir.

"Q. Why did you pay 6½ cents when these commissary contractors were furnishing it at these agencies at 4.44?—A. No such offer was made to me. I got the impression from my daily intercourse with these people, that they did not want to supply any more at that rate; that they had lost money under their arrangement with the Commissary Department, and I had the impression that they would not do it.

"Q. Did you make any effort to ascertain whether or not you could have continued to have received supplies during this contingency that occurred at 4.44 or at the rates at which the Commissary Department had been supplied?—A. I talked with the Commissary General about it.

"Q. Who was he?—A. General Eaton. I had frequent conversations with him."

I have no doubt that this commissary contract has been put in evidence for the purpose of instituting a comparison between the price paid under it and that paid by Commissioner Parker, the difference being a trifle over two cents a pound. The Commissioner doubtless knew the price paid under this commissary contract, but there is no evidence showing that he had any personal knowledge of the contractors, or any personal intercourse with them, by which he could ascertain whether they were prepared to supplement their contract at the same rate in an emergency, and under the circumstances surrounding the Bosler contract. This commissary contract was let the year previous, upon ample notice by advertisement, and provided for deliveries through the succeeding year. The contractors had every opportunity to take advantage of markets and provide themselves with the means of complying with their contract. It does not by any means follow, because that contract existed during the years 1869-'70, and expired the 1st of July, 1870, that therefore the contractors were willing to furnish the large amount required immediately at the same rates. Indeed, it is very probable, if they desired to do so, some representative of the parties interested in that contract would have made known their wish to the Indian Bureau at the time. Nothing of the kind is shown, and I think by no fair comparison can that contract figure in this investigation, further than as showing the fact that a contract had been in force the year previous, at the rate of 4.44 cents gross; but it must be remembered that the contract provided for supplying not only the agencies along the Missouri River, but for various posts of the Army, and at points more accessible than these agencies, and where the delivery of cattle would cost less and involve fewer risks. These posts were also included at the same rate of 4.44; and to show that the rate of 4.44 does not necessarily govern and does not show the maximum price which would be reasonable for these agencies, I call the attention of the committee to an extract from the report of the Commissary General, printed in the report of the Secretary of War to Congress for 1870, on page 266, in evidence here, (p. 152.) It is shown that the average price paid for beef in Dakota Territory, for the years 1869-'70, was 4.88 gross; and this also embraced military posts which were more accessible than the Indian agencies referred to. This beef was furnished after ample time for advertisements, and where the deliveries ran through the year.

I call the attention of the committee also, in this connection, to a table referred to in the testimony of Colonel DuBarry, an officer of the Commissary Department, (p. 99.) At Omaha, for the years 1869-'70, the Department paid 4.45 gross; at Fort Kearny, 5 gross, for the present year, 5½; Fort McPherson, 1869-'70, 5 gross; North Platte, 5 gross; Sidney Station, 5 gross; Fort Sedgwick, 5 gross, present year, 5 gross; Fort D. A. Russell, 5 gross; Fort Laramie, 5 gross; Fort Fetterman, 5 gross.

In May, 1869, the Commissary Department purchased in open market, to be delivered in June, 1869, for the Yankton and Ponca Indians, two lower agencies, at \$5 75 gross; and in April, 1870, to be delivered in July, 1870, for these Indians, at \$4 75 gross; again, in April, 1870, to be delivered in July, for these Indians, another purchase at \$5 90 gross. In August of 1870 another purchase was made to be delivered in October, 1870, for these Indians at five cents gross; another purchase, to be delivered in July, 1870, at \$5 15 gross. These last-mentioned purchases were made upon advertisements and proposals. In May, 1869, to be delivered in July, 1869, there were purchased for the Whetstone Creek agency and the Cheyenne and Grand River, 825 head, at 5½ gross.

It is in evidence that the prices of 1868, 1869, and 1870 did not materially vary. The table from which we have been quoting will show that the prices being paid for this year are in some instances higher than last year. It will be remembered by the committee that a considerable difference is made between delivering cattle along the line

of the Pacific Railroad (and the forts which we have named are along that line of road) and at these various Indian agencies along the Missouri River. That difference I will hereafter notice; but when we come to add to the prices paid by the Commissary Department the difference in delivering at the Indian agency, it will be seen that the price paid by Commissioner Parker was not high; indeed, if the testimony is to be credited, he paid less than the prices along the Pacific Railroad, with the difference added.

To return a moment to the commissary contract at 4.44, which, doubtless, will be kept constantly before the committee, I desire to call attention to the testimony of Mr. Hedges, a cattle dealer. I quote from his testimony, (p. 65:)

"Q. Did you sell any beef to the contractor who was supplying the Commissary Department for the various posts up the river last year?—A. I had a half interest in the 400 head of cattle sold to Colonel Denman last spring.

"Q. Were they sold to fill the Fenlon contract?—A. That is what he said.

"Q. What did you sell for?—A. Five cents, at Sioux City.

"Q. As they came from the scales?—A. Yes.

"Q. When was that?—A. I think it was in the month of May; he had exhausted the supply on hand, and this purchase was to fill up.

"Q. At the time you made this sale, were there other cattle in the market in Sioux City?—A. Yes, in the vicinity.

"Q. Do you know whether Colonel Denman had made efforts to get cattle?—A. Yes; he said that he found mine to be as cheap as any that were offered. H. T. Booge & Co. had a half interest in this 400 head.

"Q. What was the difference, if any, between the prices of cattle in Sioux City in May and in June, 1870?—A. There was very little change in that time." (See also p. 109, testimony of J. W. Bosler.)

I do not urge that from this circumstance it is to be inferred that the commissary contract was too low, but I do say that it shows the commissary contract not to be an unfailing guide; for it is quite sure that there was no money in a contract for beef delivered in that remote region along the Missouri River at 4.44 which was filled by purchases at five cents at Sioux City.

It is in evidence also (p. 102) that the Sherman-Harney peace commission paid in 1868-69, 7.90 gross for supplying these same agencies, which was one cent more than was being paid by the Commissary Department for their regular supplies at that time. I am aware that the committee thought that incompetent testimony, as tending to show the price of beef in 1870, but the evidence is that the price did not materially vary during those years, and I still insist that the testimony is competent. But leaving out of view comparisons with contracts in existence prior to and at the time the Commissioner made his, let us examine what seemed to be to the committee the best evidence of the prices of beef at that time. This, it will be remembered, was arrived at by ascertaining the price of beef along the line of the Pacific Railroad, where the market is steady and the supply of beef somewhat constant.

It is in evidence that the price of cattle at Omaha and Sioux City and at Schuyler, along the railroad, are to some extent controlled by the prices ruling in Chicago, that is, the price would be the price at Chicago, less the freights and commission. The cost of shipping is about a half a cent a pound, and the commission 50c cents a head. (Pp. 66 and 109.)

On pages 185 and 186 will be found the prices current for the cattle in Chicago in June, 1870. The prices there given are gross weight. The sales for June 15, 1861 head, range from \$6 75 and \$7 for light cattle, to \$9 for extra and prime shipping beefs per hundred, gross, (see testimony of J. W. Bosler, p. 109.) June 18, sales 875 head, \$3 25 to \$4 50 for common to fair Texan steers; \$4 to \$6 65 for stock and butchers' cattle; \$6 25 to \$8 25 for fair to choice; \$8 45 to \$8 60 for extra shipping steers. Market active, but prices low and variable. June 20, receipts 2,005 head; sales, 997 head, at \$3 75 to \$5 25 for Texan steers and native cows; \$5 50 to \$6 50 for fair to good butchers' steers; \$7 to \$7 87½ for good to choice; \$8 to \$8 87½ for extra shipping steers. June 22, receipts 1,617 head; sales 515 head, from \$6 to \$7 12½ for light to fair, \$7 50 to \$8 50 for good to choice. June 27, sales 1,618 head; \$3 25 to \$6 10 for Texan steers and cows; \$6 75 to \$7 62½ for fair to medium; \$8 to \$8 75 for good to extra shipping steers. Premium lot, averaging 1,403 pounds, sold at \$9 25. June 29, sales 1,040 head, at \$4 25 to \$6 for common to fair cows and light steers; \$6 25 to \$7 50 for medium to good; \$7 87½ to \$8 25 for good to choice fleshy steers. June 30, receipts 2,130 head; sales 962 head, \$6 to \$7 for fair to medium; \$7 25 to \$8 25 for good to choice; \$8 50 to \$9 for extra premium shipping steers.

The cattle furnished by Mr. Bosler under his contract did not come within the grade of common or light steers, or fair cows, or stock cattle, but belonged to that class denominated good to medium. They averaged over a thousand pounds each, and, according to all the testimony in the case, Texan cattle averaging that are to be considered among the higher-priced and better classes of Texan cattle. Now, if we deduct half a cent a pound from Chicago prices, and the trifle of fifty cents a head commission

for selling, and something possibly for loss of weight, it will not be possible to bring the prices upon that basis along the Pacific Railroad, west of the Missouri River, below four and one-half cents a pound gross, and that is what Mr. Bosler paid for the cattle which he delivered under the contract.

Leaving the Chicago prices, let us examine the testimony of witnesses as to the value of beef cattle in the beef markets west of the Missouri River. I quote from the testimony of Charles E. Hedges, cattle dealer, resident at Sioux City, Iowa, (p. 65:) "has been in the business largely for six years."

Attention has already been called to the fact that this witness sold beef at five cents at Sioux City to fill the commissary contract.

I quote again from this witness:

"Q. Did Mr. Bosler apply to your firm for cattle in the latter part of June, 1870; and, if so, what were your prices?—A. He asked us what we would furnish cattle for, and we told him at 4½ cents a pound. That was in June, 1870, at Sioux City."

The cattle furnished by Mr. Bosler, for which he received 6½ cents, he bought at 4½ cents a pound, he to furnish escort, and to be responsible for all damages from Indian raids, (p. 62.) These cattle were bought in the neighborhood of Schuyler, on the Pacific Railroad.

In Mr. Walter A. Burleigh's testimony, (pp. 89, 90,) reference is made by him to a small contract for furnishing beef to the Santee agency, which was the lowest down of those furnished by Mr. Bosler. This was in 1869 and 1870. He was paid at the rate of 7.22 net. The kind of cattle furnished by him, he says, were cows, calves, yearlings, and steers; a very different class of cattle it will be remembered from those furnished by Mr. Bosler, and of much less value in market. They were butchered upon his farm, and he retained the hide, tallow, &c. His contract, he says, amounted to some \$16,000 or \$18,000; but he says (p. 92) that he lost \$6,000 on it.

"Q. What was the occasion of that loss?—A. I took the contract too low, and I lost some cattle.

"Q. By stampeding?—A. Not altogether, but because I took it too low."

The witness also speaks of having made a proposition in March to supply these agencies at four cents, but the proposition itself is not in evidence, nor is the reply of the Indian Bureau. The proposition was not renewed, and cannot be fairly considered in connection with this investigation. It looked to the supply for the succeeding year, and looked also to the fact of his having ample time to make his preparations and his purchases accordingly.

This witness was asked by the chairman what he would have supplied the beef under the Bosler contract for, and assuming that the deliveries were in three installments—the first on the fifteenth of July, the second the first of August, the third the first of September—he answers:

"A. I do not think I would have delivered the first installment for less than 6½ cents, the second installment less, and the third installment still less.

"Q. How much less would you have delivered the second installment for?—A. I think a cent a pound less.

"Q. How much less the third installment?—A. I should think there would be half a cent more.

"Q. So that the first installment would be 6½ cents, the second 5½, and the third 5 cents?—A. Yes, sir. I believe I would have taken the contract for that, with the assurance that the money was to be paid as soon as the cattle were delivered."

But it will be remembered that the cattle were not delivered in installments, but were delivered at one time under this June 17th contract; and according to Mr. Burleigh's testimony 6½ cents was a reasonable price.

By the testimony of John Finn, (p. 99,) if his testimony is to be considered in this case, it will be seen that he got 3½ cents gross for cattle delivered at the Winnebago agency, which is below Sioux City. These cattle were like those furnished by Mr. Burleigh, and were what the witness denominates "common run;" that is, some cows and some steers.

This witness offered to furnish at the Whetstone agency, one of the lower agencies, at 4½ cents gross, which I suppose should be taken into consideration in arriving at the prices of beef, although it by no means follows that he would have complied with his offer had it been accepted.

Without stopping now to make further reference to the testimony as to the prices of beef along or near to the line of the Pacific Railway, I think sufficient has been shown to show that 4 or 4½ cents a pound would be a fair price for beef at that time, in the beef-markets along that line of railway. With this as a foundation, let us ascertain from the testimony what would be a fair price for beef delivered at the Indian agencies alluded to. It is well to remember that the dangers increase as you advance up the Missouri River. The country is wild and uninhabited, and open to incursions from hostile Indians. Many witnesses have explained what the risks are, and how sometimes a trifling circumstance will stampede a herd of cattle, which will result in total loss. One Indian emerging suddenly from ambush with his blanket raised in the

air, and with an Indian yell, would stampede a whole herd. All of the witnesses who have spoken of the risk attach the greatest importance to that arising from stampeding; but without explaining this more fully, as it is familiar to all, I will only call attention to the computation made by witnesses, so as to arrive at the money value, so to speak, of this risk.

Mr. Ward, a witness familiar with the whole country and particularly with the risks of driving cattle among the Indians. I quote from this witness, (p. 16:)

"Q. Can you state the difference between the price of furnishing beef along the line of the Pacific Railroad and in furnishing it on contract for the posts running from Yankton up to Grand River?—A. Taking the risk and everything, I should say not less than seventy-five per cent. in favor of furnishing beef along the line of the road."

[The printed testimony says "75 cents," but the committee will remember, and the error is a patent one, that the testimony was "75 per cent."]

"Q. Upon what do you base that difference?—A. Upon the risk of capture by the Indians, of crossing the streams, and of the stampeding of the cattle.

"Q. Have you had experience to enable you to speak of that matter from your own observation in that country?—A. I think so; that is as little as I would be willing to do it for."

In this connection, I may as well, perhaps, as elsewhere, give the opinion of this witness as to what he would have furnished cattle for to these agencies:

"Q. State as nearly as you can the value of beef in that country in June, 1870; what would be a fair price for supplying the Indian posts from Yankton up to Grand River?—A. There is a difference between Texan cattle and American cattle. I should not be willing to take a contract for less than seven cents to deliver them along up at the different posts."

I quote from the testimony of Mr. Hedges, (p. 65:)

"Q. What percentage would the risks and expenses of delivery from Sioux City, up the Missouri River, at the various agencies, reaching as high as Grand River, be beyond delivering the same cattle at Sioux City?—A. It would be owing a great deal to a man's luck. I suppose somewhere from 20 to 40 per cent., I think."

I quote from the testimony of the witness, A. C. Leighton:

"Q. State what per cent. of difference you would make in filling a requisition to deliver goods at the Indian agencies along the Missouri River, extending up as high as the Grand River agency, and delivering them along the line of the Pacific Railroad?—A. I have never delivered goods in that country, but I consider the risk a great deal more. I would consider it at least a hundred per cent. in advance of delivering them on the line of the railroad.

"Q. Why would you consider the risk greater?—A. From my experience in delivering goods in the Indian country, I would require at least one hundred per cent. more for delivering them in the country you speak of, than along the line of the Pacific Railroad, whether cattle or anything else.

"Q. Do you know the dangers that are involved in driving cattle through the Indian country?—A. I do, for all kinds of stock. I have been in the Indian country ever since posts have been established along up there. I was at the Powder River post and in that country until the abandonment of that post."

By Mr. SARGENT:

"Q. Have you ever bought and sold cattle?—A. No; I never had anything to do with cattle.

"Q. And never had any delivered in that way?—A. No, sir."

By Mr. CHIPMAN:

"Q. But I understand that you know something about the risks that are involved?—A. Yes, I have never driven cattle, but I have driven horses and mules, and am familiar with the risk attending the driving of any description of stock.

"Q. On what data do you base your estimates?—A. I make them from my own experience in driving horses and mules, and in supplying any kind of goods."

As further illustrating this difference, I might again refer to the testimony of John Finn, who furnished cattle at the Winnebago agency, which is near the Pacific Railway, at a cent less than he offered to furnish at one of the lower agencies above the Pacific Railroad, and where the risk would be comparatively little to those attending the driving of cattle as far up as Grand River. This is also illustrated by the testimony of Mr. Hedges, who furnished beef of the character which Finn supplied under his Winnebago contract, which were a low grade of cattle, at $3\frac{1}{2}$, while he was selling cattle of a better quality at $4\frac{1}{2}$ and 5, and makes a difference of from 20 to 40 per cent. in the delivery at the upper agencies and at Sioux City; and this difference may also be arrived at from the testimony of Dr. Burleigh, who makes a difference of two or three cents a pound.

The committee will perceive how widely the witnesses differ in this estimate. Mr. Hedges says it depends a great deal upon luck, and he estimates from 20 to 40 per

cent. difference; Mr. Ward puts it at 75 per cent.; Dr. Burleigh about the same; Mr. Leighton at a hundred per cent. If we take 50 per cent. as the average, (and that would seem to be a fair one,) we will find the amount paid to Mr. Bosler, of $6\frac{1}{2}$ cents, to be less than the price of beef cattle along the Pacific Railroad, with 50 per cent. added. In this estimate I have left entirely out of view the circumstances under which Mr. Bosler made his contract. I have said nothing with regard to the risks on account of there being no appropriation at the time; for while this is an important element with contractors, and did enter into the contract of June 17, it could not be said to have done so in the extension of that contract of August 10; and I believe that consideration may be laid entirely out of the question, and the price of beef under both contracts be found to be a fair one. Certainly it is in the contract of June 17.

But there is an element which may also be considered in this connection as enhancing the price of beef, and that is the ordinary delays of payment. It has been said by several witnesses that money is worth from one to two per cent. a month in that country. (See testimony of Hedges, Charles, and others.) It is also in evidence that the difference between dealing with a man of prompt payment, such as Mr. Bosler, and with the Government, where nothing but the ordinary delays of payment occur in sending vouchers on to Washington to be audited for payment, that there is a difference of from 15 to 20 per cent. (See testimony of Hedges, Charles, and others.) Any one at all familiar with the transactions of the Government knows that this is but a fair margin to cover contingent delays. Any contractor will tell you that in making his estimates, where advertisements for proposals are published, this delay of payment always enters into his computations. I think, therefore, if the question of there being or not being appropriations at the time this beef was purchased is not considered, the price will still be a fair one, when we add to the market prices for beef the risks, and a proper per cent. for ordinary delays of payment. Take 4 cents as the value of good merchantable Texas cattle, such as those that were furnished, as the basis in the markets along the Pacific Railroad, and how does it figure out? If we add 50 per cent. for risks of delivery, the result is 6 cents. If to this be added 10 per cent. for delays in payment, we have about the price paid to Mr. Bosler. How much of that was net profit is not in evidence, but if we deduct from it what the witnesses all agree to be a fair estimate, to cover risks, &c., there is absolutely nothing left for profit. If the contract proved to be a profitable one, it was Mr. Bosler's good fortune that made it so, and no reasonable man ought to conclude, that because in this case he was lucky, that the Commissioner, therefore, made an improvident contract, when, according to all the probabilities which govern men in that country in making contracts of this character, it was only his good fortune and good luck which made it profitable, and not the probabilities themselves. If luck had been against, rather than in favor of Mr. Bosler, it is not difficult to see how he might have lost a large amount of money. There may be wise men, who, looking back over the transactions at this time, and knowing how Mr. Bosler came out in this contract, would say that he was paid too much; but I doubt whether any responsible man could have been found at that time who would have undertaken what Mr. Bosler did, under the circumstances, for a less sum.

I suppose, Mr. Chairman, that in connection with this matter of beef purchases, the contract of Mr. Morrow, made in September, for supplying these same agencies, upon advertisements and proposals, at 3.88 cents gross, will be offered in comparison, to show that $6\frac{1}{2}$ cents was an extravagant price. Whatever effect that contract may have upon other questions involved in this investigation, it does seem to me that, in view of the testimony adduced, it cannot fairly be considered as furnishing any basis for the value of beef supplied by Mr. Bosler under the contract in June and August. We do not know what were the circumstances which led to the letting of that contract at that low figure. We do know that, if the testimony of witnesses is to be believed, it cannot be complied with except at great loss to the contractor. Mr. Bosler is himself interested in that contract, and he has testified (p. 63) that it cannot possibly be filled except at a loss of from \$75,000 to \$100,000. Mr. Morrow was subpoenaed to testify to the same effect, and it was admitted by the committee, that if present he would swear to that fact. The admission is as follows, (p. 108:)

"That there would be a loss to the contractor on the Morrow contract, with the most prudent management, of \$75,000 or \$100,000."

Everything in the testimony corroborates the truth of this statement. Beef cattle ready for delivery cannot be purchased in the beef markets in Kansas and Nebraska, for less than the price under this contract.

The whole amount to be delivered at 3.88 amounts to \$277,032. If we add to that the loss at the lowest figure, \$75,000, we have \$352,032 as the actual cost of delivering the cattle at these agencies, or 4.93 gross, leaving nothing for profits. Can this contract, then, be any guide in ascertaining the value of beef cattle at the time the contract was made with the Commissioner which we have examined?

I suppose, Mr. Chairman, the case is to be decided upon the evidence in the record. We cannot, if we would, judge of this case fairly, upon any other rule; nor can we profit, in our judgment, by the experiences of the past year, and from an opinion which

must be set up as the infallible one, by which to test the judgment of Commissioner Parker in June, 1870. He acted upon the light he then had, and, I think the testimony shows, wisely; but if not, it would be unfair to censure him to-day, because, if he had the opportunity, he might again do better, or might have at the time done better, if he had known what he now knows. If public officers are to be held responsible for all the bad bargains which they may honestly make, and which, though prudently made at the time, are afterward found to be imprudent or bad bargains, who would escape censure, and who would be willing to undertake the responsibility of office if that were to be the rule by which he is to be governed?

PURCHASES OF FLOUR.

Another ground of complaint made against the Commissioner, is his purchase of flour without advertisement, and other articles, besides beef, by contract with J. W. Bosler, of June 17, 1870. I believe there is no evidence as to the prices of other articles, which need now be noticed besides the flour and beef, mentioned in that contract, and I am not aware that any one challenges the reasonableness of the prices, except as to those two articles. It is true Mr. Welsh makes some sweeping assertions as to bacon (with ribs) and sugar made of molasses, but the record is barren of evidence to support his charges. No evidence has been adduced to show that the Commissioner paid too much for coffee, sugar, and other articles mentioned in the contract, except as to beef and flour, and I suppose he may rest, in the absence of proof, upon the presumption that the prices were fair. The contract price for flour purchased at this time was six and one-half cents per pound, delivered at the various agencies reaching to Grand River. The supplies mentioned in this contract were to have been delivered between the 1st and the 15th of July, and were delivered promptly within that time. It will be remembered that these supplies were contracted for and delivered before any appropriation was made by Congress, out of which payment could be made. The contractor had but a few days in which to make his purchases and provide the means of delivery at the various agencies. The quantity required was considerable, and the means to which the contractor could resort were somewhat limited. Placing the flour at \$3 50 at Sioux City, (the price subsequently paid by the Commissioner for an additional supply of flour at that point), and adding to it transportation and insurance, and considering the circumstances which we have mentioned, I do not think that any fair mind could attribute exorbitancy to the prices named in this contract. But the committee will remember that the objection to prices paid for flour was directed chiefly against the purchases made under authority of the Commissioner's letter of August 10, to James W. Bosler; and while upon this subject of the price of flour, I may as well consider here the objection to that purchase of August 10. Laying out of view, then, all other questions except that of price, let us look at the evidence.

The amount furnished under this contract of August 10, was about 23,000 sacks, at \$3 50 a sack. Of this amount, John H. Charles, a flour merchant of Sioux City, furnished 23,000 sacks, (see p. 72,) for which Mr. Bosler paid him \$3 a sack, (see p. 72.) The Commissioner's idea in making the purchase in the way he did, was to avoid combinations and the appreciation of prices beyond a reasonable figure, and I think the testimony will show that he acted wisely in the premises. The amount of flour required was fully up to the capacity of that region of country to produce at that time. Indeed, before the millers and dealers were aware of the fact that a large quantity of flour would be required, they were bound up by articles of agreement to grind for Mr. Bosler's agents, (see deposition of Charles, p. 72,) and so complete was this arrangement, that some of the mills purchased back from Mr. Charles at a higher rate than they had charged, in order to supply their customers, (p. 72.)

The witness testifies as follows:

"Q. If it had been known at the time by you, and by the mills there generally, that 20,000 or 30,000 sacks would have been required, what effect would that have had upon the market?—A. If it had been understood that 25,000 sacks of flour were wanted, it would have raised the price of flour, and brought it very near to the rates for which it could be procured from Chicago, say \$3 75 per 100 pounds. It would not have brought it up to that price exactly, but would have kept just inside of it, so as to prevent shipments of flour from Chicago.

"Q. Did the quiet way in which you made your purchases have any effect upon the market?—A. Yes, sir; taking out that much flour left the mills bare, and left the merchants bare. One of the merchants came to me and bought some flour, giving me twenty-five cents advance on the price which I paid to him on the same flour. He had his granary full of wheat at the time, but he could not get it ground, because the mills were working for me. The Chicago prices of wheat went up, and of course the city prices went up.

"Q. If the Commissioner of Indian Affairs had advertised for 20,000 or 30,000 sacks of flour, to be delivered at Sioux City in August and September, 1870, what would have

been the effect on the flour market, and what would it have cost?—A. It would have cost me just inside the Chicago prices. For that quality of flour, it would have been in the neighborhood of \$3 70 or \$3 75. It would have cost that to bring it from Chicago, and we could have bought it just inside of that price. That is all that anybody would have done.

"Q. Why would it have had that effect?—A. Because very few people thereabouts could handle 25,000 sacks of flour, and they should have fixed their price at that point.

"Q. If you had known that Mr. Bosler wanted that amount of flour, could he have got it out of you at that price?—A. He could not. If I had not sold him the 5,000 sacks I had on hand, I would have got \$3 50 for it, and in all probability a little over that." (Pp. 72, 73.)

There is an element, Mr. Chairman, entering into transactions with the Government which must not be overlooked, either here or elsewhere, in this investigation, and that is the difference between dealing with a private citizen of prompt payment, as Mr. Bosler is shown to have been, and dealing with the Government, where the customary delays in sending vouchers to Washington occurred. I invite your attention to the following questions and answers of this same witness:

"Q. What is the difference between selling to a man who pays promptly, and selling to the Government, where there is nothing but the customary delays in sending vouchers on to Washington and having accounts audited?—A. I would make twenty-five per cent. difference in favor of a man who would pay promptly, and whom, if he failed to pay, I could sue. I would want to charge the Indian Department twenty-five per cent. more than I would Mr. Bosler, or a man like him.

"Q. What do you have to pay for the use of money up there?—A. From one to two per cent. a month. A low rate is one per cent. The usual bank rate is two per cent."

Now, if we take these two facts into consideration, it will be seen at once that the profit of fifty cents per sack, which Mr. Bosler derived, was not too large. Twenty-five per cent. of three dollars, the price which Mr. Bosler paid, is seventy-five cents, which added to the \$3 would make \$3 75 against \$3 50 which the Government paid him. If we add the value of money to this computation, it will be seen that the difference is still greater. But, leaving those considerations out of view, still it will be admitted that the Government ought not to expect to make purchases from reliable men, and to look to them for prompt execution of contracts, without allowing some margin of profit. Men do not deal with each other upon any other theory, and it is a false notion to suppose that men deal with the Government upon any other. I read again from the testimony of this witness:

"Q. What would have been a fair margin or profit to warrant a prudent man in making a contract for 20,000 or 30,000 sacks of flour with the Indian Department at the time you have mentioned; do I understand you to fix it at twenty-five per cent?—A. That would be my rate; I should not want to do it for anything less. When we handle flour for merchants and people who pay promptly, our usual profit is twenty-five or thirty cents a sack. That is a fair wholesale profit; it is less than ten per cent."

According to the testimony of this witness—and we shall see he is fully corroborated by others familiar with the subject—Commissioner Parker, in the purchase of the 28,000 or 30,000 sacks of flour in August last, by the course he pursued instead of by advertisement, has saved to the Government not far from ten thousand dollars. I do not forget, Mr. Chairman, that upon the cross-examination of Mr. Burleigh, to whose testimony I will soon refer, you asked a question tending to show that the Government could have sent an agent to Sioux City for the purpose of purchasing this flour, and thus avoided the profits accruing to the middle-men or to Mr. Bosler. I do not know to what extent the questions and answers may have influenced the minds of the committee, and I beg, therefore, here to quote them, (p. 93:)

"By Mr. SARGENT:

"Q. If flour was to be bought here and there quietly, by the few hundred, say for two or three thousand sacks in amount, could the agent of the Government do that as well without employing a contractor?—A. I do not believe he could, for the very reason that the moment an agent of the Government goes out there, they mistrust something is up. If he went out there without being known at all, I have no doubt the flour could be picked up, but not that amount of it.

"Q. Is it necessary that the agent of the Government, going there for that purpose, should advertise it, either by his conduct or in any other way, so as to defeat his object?—A. I should not suppose it was. Still if a stranger could buy a large quantity of flour in that way, dealers would find it out very quick.

"Q. If a contractor finds it to his advantage to employ a resident commission merchant to make such purchases, paying a commission therefor, could not the Government act through those same means with advantage?—A. I see no reason why it could not if so disposed."

It is possible, Mr. Chairman, that if the Commissioner had turned his sole attention to this matter of purchasing flour, he might have devised a scheme by which to have

got the flour a trifle less. But, in applying to Mr. Bosler, he did no more than he would have done had he applied to a commission merchant. But I do not believe that any responsible commission merchant at Sioux City would have undertaken the purchase of this flour, in this quantity, taking the risks of combinations that might have been put up against him, at a less rate than Mr. Bosler. It is not possible in the nature of things for the Government to act in the matter of purchases of this character with the caution and business shrewdness of private individuals. The Government can only deal with responsible men on what seems to be a fair basis, leaving the contractor to make the best bargains he can, but always to make good his contract, no matter if it involves loss to him.

I have said that the testimony of Mr. Charles is corroborated by all who have spoken upon that subject; and while I feel compelled to avoid, as much as possible, lengthy quotations from testimony, yet so much has been said of this particular transaction, that I must be pardoned for calling your attention further to the testimony. Mr. Walter A. Burleigh, who has resided long in that country, and is familiar with the prices of flour and the flour market, gives the following testimony:

"Q. What would be the effect upon the flour market if an immediate demand was made, (and it was publicly known, by advertising or otherwise,) say for 20,000 or 30,000 sacks to be furnished at once?—A. The effect would be, in my judgment, to bring up the price of flour to the rate that you could get it from abroad, deducting the freight. When I took this contract of mine with General Clark, before going out myself, I sent out parties to purchase the flour, and they had to go to Cedar Rapids and buy it, in consequence of its being impossible to obtain that quantity nearer home. Besides, the capacity of the mills in that country is limited, so that a large quantity could not be furnished at once.

"Q. How was it in August, 1870; could this result have been avoided then?—A. It is one of the tricks of the trade out there, and I suppose everywhere else. They probably would have put up the prices, so that it would cost the same as if it was bought at a large market, with the freight out; I always found it so; and I have bought a great deal of flour for the Indians.

"Q. If you were then intending to purchase ten or twenty thousand sacks in that market, what course would you pursue if you wanted to get it cheapest?—A. I would buy it quietly, unless I expected to pay the Chicago or St. Louis price, less the freight," (pp. 90, 91.)

The witness meant, as his testimony elsewhere shows, that freight should be added, and this is what other witnesses say.

The witness Charles E. Hedges, who is familiar with trade in that vicinity, testifies as follows:

"Q. What effect upon the flour market would an immediate demand for 28,000 sacks have, if it were generally known—say in August last?—A. It would have the effect of immediately appreciating the market price.

"Q. Up to what point?—A. It is pretty difficult to determine.

"Q. Can you state what appreciation it would make in the price?—A. From fifty cents to a dollar a sack.

"Q. Why?—A. Everybody in the country would know that it would require nearly all the flour in the country to fill such a contract, and they would be satisfied that they could get their own prices, and would regulate their prices by what it would cost to ship it there from Chicago.

"Q. If you were going to purchase 28,000 sacks of flour in Sioux City at the best rates, would you advertise for it, or would you buy it quietly?—A. If I wanted to get it at good prices, I think I would go round and buy it quietly," (p. 67.)

A contract is in evidence between Superintendent Janney and Walter A. Burleigh, for the supply of flour at the Santee agency, one of the agencies lowest down the river. This flour was purchased at \$3 35 per sack, (see testimony, p. 90.) He furnished about 2,600 sacks during the year. The witness (Burleigh) says:

"I bought a good deal of it in Yankton out of the wagons, and some at the nearest mills in Dakota, and the balance I bought in Nebraska, below the agency," (p. 90.)

I suppose it will hardly be urged that the difference of fifteen cents between this and the price paid to Mr. Bosler should influence the minds of the committee. The amount furnished by Mr. Burleigh was such as could have no effect upon the market, and could be bought in the neighborhood and at ordinary prices.

This, Mr. Chairman, is the testimony upon which you are to base your judgment as to the wisdom of Commissioner Parker's conduct in this transaction. We are not now discussing whether he ought to have advertised in order to have kept himself within the letter of the law, or that he ought to have called upon the board of commissioners to supervise the purchase and delivery, or that there was an exigency which governed the purchase; but we are simply to inquire whether the course taken by the Commissioner was a prudent one, and resulted in good or evil to the Government. The witnesses all concur in the opinion that the course pursued by the Commissioner was a

wise one, and I do not see how a candid mind can fail, in the light of the testimony, to come to any other conclusion.

TRANSPORTATION CONTRACT.

Among other subjects inquired into by the committee, as to which charges were preferred by Mr. Welsh, is the contract made by the Commissioner with the Northwest Transportation Company for the conveyance of the goods and supplies of the Indian Department for the latter months of the year 1870. It is alleged, first, that he ought to have availed himself of the transportation contracts in existence with the Quartermaster General's Department; secondly, that he paid too high a price for this transportation; thirdly, and I suppose it will also be urged that he ought to have consulted the board of commissioners with regard to this matter.

As to the first allegation I have to remark:

First. That the Commissioner of Indian Affairs had no knowledge of the existence of any contracts with the Quartermaster's Department for transportation of Indian goods and supplies. General Parker so testifies, (p. 24.) Quartermaster General Meigs, being recalled to explain his first deposition, also so testifies, (p. 96.)

Second. I do not see how the Commissioner can be held responsible for not availing himself of the bargains made by other departments of the Government, or that it should be expected of him to inquire of other departments of the Government as to whether they had existing contracts which could be resorted to for the benefit or the uses of his department. The Interior Department, and its bureaus, in the conduct of its affairs, is as distinct from the War Department and its bureaus as the Treasury Department and the Interior Department. If Commissioner Parker had known that the Quartermaster General was prepared to take his supplies, there might be some reason in calling upon him to answer why he did not do so. But in the absence of such knowledge, it seems to me as though it would fix upon him a responsibility that ought not to attach to him, for omitting to make inquiry upon this subject, any more than upon any other matter of administration in his office. The Indian Department has always made its own contracts, both as to supplies and transportation, except in special cases where supplies were to be furnished from the Commissary Department, in which case the War Department, through the Quartermaster General's Bureau, usually delivered the supplies. But always when purchases have been made by the Indian Bureau, or the Interior Department, for Indians, provision has been made for their delivery by this department. General Meigs explains that the clause in the quartermasters' contracts for transportation covering Indian goods was put in as a matter of routine, and grew out of an arrangement in 1869, by which the Commissary Department had furnished supplies to the Indians, and, in doing so, had availed itself of the Quartermaster General's contract.

Third. Even if the Commissioner had desired to avail himself of the quartermaster's contract, it does not follow, by any means, that he could have done so. He had a large amount of freight to be sent up the Missouri River, including the necessary supplies to the Indians, and the annuity goods. It was not known precisely when they could be ready for shipment to Sioux City. With the Commissioner it was a matter of greatest moment that there should be no failure in their delivery, sooner or later, and, as the responsible head of his Bureau, he was compelled to be satisfied in his own mind as to the best means for their delivery. He had talked with men engaged in transportation, and had got their ideas with regard to prices. I quote from his testimony, (p. 30):

"Q. Explain with regard to the question of transportation. The contract was dated September 26, yet some of the goods were forwarded, agreeably to your understanding, prior to that time. Did you complete, so far as you regarded it, the contract of Mr. Woolworth prior to his receiving any goods for transportation?—A. We had a full talk, prior to his receiving any goods at all, as to all matters connected with the transportation of Indian goods. He gave me a general idea of what they would do it for, with the exception, it may be, of one or two points high up the river. They did not want to take the Berthold goods, which they subsequently did take. He said they would not go up with a boat with less than 150 or 200 tons, or something of that kind. There were two or three minor points like these, which had not been settled when he went West, but I said to him that there must be no delay in forwarding the goods; that when they reached Sioux City, if there is a boat there, they must be forwarded at once, and for him to execute the contract as soon as he could, and send it back to me, and I would execute it on my part.

"Q. Did you inform yourself with regard to the responsibility of this transportation company to carry out a contract of that kind?—A. I did inform myself as far as I could, and satisfied myself, in my own mind, that they were the only parties on that river that could do the transportation I wanted without being subjected to inconvenient delays."

The annuity goods were late in being shipped from New York, and in their arrival at Sioux City, although every effort was made to hurry them forward. Large pur-

chases of flour were made in August, also to be transported, and a large quantity of bacon had been purchased under contract of September 26, at Chicago, which also had to go forward for shipment up the river, making it more than probable that shipments would extend into the month of November, and possibly December; and hence the contract was made to cover both of those months. The vouchers from the Second Auditor, (in evidence,) for the payment of transportation, show the dates of shipment, and from these it will be seen that while considerable freight went forward in September, by far the largest portion of it was late in October, and a large quantity in November. Now, the quartermaster's contract for freights from St. Louis expired the 31st of October, and ten days' notice at Sioux City was required in order to bind the contractor to take the goods, which would reduce the time of delivery to the 21st of October. Furthermore, General Myers, a quartermaster of long experience in the Department, and familiar with the manner in which this contract was made, testifies as follows:

"Q. State, if you know, whether there is an understanding between the contractors and Quartermaster's Department in bidding for these rates, that the bulk of the goods are to be sent up early in the spring, on the spring rise.—A. The rule with regard to the transportation of supplies by the Missouri River, is to advertise early in the spring, ascertaining beforehand the exact amount, as nearly as possible, which will be required at the different posts. The quartermasters usually inform those interested in bidding of the amount intended to reach each particular post, and the bids are made upon the presumption that the bulk of supplies will be shipped at the most favorable period of navigation of the Missouri River, which is the spring rise, commencing in May, and extending through the month of June and a part of July. And all the officers of the Government usually make it a point to have their supplies ready for that condition of the river, in order to get the supplies to their posts, and also to secure more favorable rates for freights. As a matter of fact, that theory is carried out, or at least has been carried out, to my certain knowledge, during the last ten years in which I have assisted in supplying these posts.

* * * * *

"Q. The object, then, of providing for later freights was to cover any contingencies of smaller lots to be sent up, which could not be provided for earlier in the season?—A. Yes, sir."

I do not say that, as this understanding is not embodied in the contract, that it would be binding. Yet it might have been a ground of objection on the part of the contractor, which would have led to delays in the shipping of the goods, leaving the Government only to its remedy upon the bond. But in a case like the present one, such a remedy could not be made adequate to the loss in not supplying the Indians promptly. Again, the quantity of supplies to be shipped under the quartermaster's contract, was limited; and although it appears that the limit was not reached by the Department, it was not at all certain at the time the Commissioner made his contract, that the War Department, through some emergency, or otherwise, might not have required the full amount of transportation provided for in the contract. However, I do not desire to pursue this point, for it would only be important in case Commissioner Parker had known the contract existed, and that he could have availed himself of it, which knowledge he did not possess.

As to the other contract with the Quartermaster's Department for transportation from Chicago, it provided for through freights from Chicago. It expired October 31, 1870, and could have been used by General Parker only for the transportation of bacon, which was purchased at Chicago. But of this contract he had no knowledge, and it ought not to be considered in judging of his conduct, except by way of comparison as to the rates provided for, when we come to examine the question of prices paid by the Commissioner under his contract, and this comparison will not be unfavorable to the Commissioner.

We come now to notice the second point stated with regard to transportation, viz: that Commissioner Parker paid too high prices for his transportation. One means of establishing this charge, and I may say the only one resorted to by the prosecution, has been the introduction of the quartermaster's contract heretofore alluded to; and the contract of freights up the Missouri River from St. Louis has been the one chiefly relied upon, and I suppose I may safely leave the other out of view. That contract provided for what are known as summer rates, that is to say, up to and including August. But as none of these goods and supplies were shipped during these months, the rates are therefore out of the question. According to the terms of the contract, the September rates were one hundred per cent. above those of the other months, and the October rates two hundred per cent. in advance of the summer months. I do not think that any fair comparison can be made between the quartermaster's contract and that of Commissioner Parker. There were certain advantages of great profit to the contractor in the quartermaster's contract, that were not in Commissioner Parker's contract at all. Some of these I will mention by way of illustration. It provided for the transportation of officers and soldiers. For example, from Sioux City to Yankton agency, the con-

tractor got \$10 for each officer, furnishing him cabin room, but not subsistence; to Fort Randall, just above Yankton agency, \$20; Whetstone agency, \$26; Lower Brulé agency, \$32; Crow Creek agency, \$42; Fort Sully, (just above Crow Creek agency,) \$48; Cheyenne agency, \$52; Grand River agency, \$56; Fort Stevenson, \$86; Berthold, (the highest point of shipment by Commissioner Parker,) \$100.

For soldiers, who were furnished room upon the decks without subsistence: From Sioux City to Yankton, \$6; Fort Randall, \$8; Whetstone agency, \$10; Lower Brulé, \$12; Crow Creek agency, \$14; Fort Sully, \$16; Cheyenne, \$18; Grand River, \$20; Fort Rice, \$22; Stevenson, \$26; Berthold, \$32.

This contract also provided for horses, mules, and cattle. For carrying a horse, mule, or ox from Sioux City to Yankton, the contract pays \$16; to Fort Randall, \$28; to Whetstone, \$40; Lower Brulé, \$56; Crow Creek, \$58; Fort Sully, \$62; Cheyenne, \$68; Grand River, \$74; Berthold, (the highest point shipped to by General Parker,) \$110.

Wagons and ambulances were provided for at equally high rates. This contract also provided for way freights between the various points from St. Louis to the highest point, and some of the rates paid I will state, to illustrate the advantages of this contract:

Rates paid, per hundred pounds, for transportation of way freight, under Hiram K. Hazlett's contract with the Quartermaster General, computed from contract for March 20 to October 31, 1870.

	March to July inclusive.	September.	October.	Table of dis- tances.
				Miles.
Sioux City to Yankton agency.....	\$0 75	\$1 50	\$2 25	142
Yankton to Randall.....	75	1 50	2 25	104
Randall to Whetstone.....	95	1 90	2 85	25
Whetstone to Brulé.....	1 00	2 10	3 00	120
Brulé to Crow Creek.....	1 00	2 20	3 00	11
Crow Creek to Fort Sully.....	1 15	2 30	3 45	79
Fort Sully to Cheyenne.....	1 15	2 30	3 45	65
Cheyenne to Grand River.....	1 10	2 20	3 30	115
Grand River to Fort Rice.....	1 15	2 30	3 45	110
Fort Rice to Stevenson.....	1 30	2 60	3 90	164
Stevenson to Buford.....	1 50	3 00	4 50	455

Table of distances from Sioux City to—

	River dis- tances.
	Miles.
Yankton agency.....	142
Fort Randall.....	241
Whetstone agency.....	271
Brulé agency.....	396
Crow Creek agency.....	401
Fort Sully agency.....	482
Cheyenne agency.....	541
Grand River.....	661
Fort Rice.....	776
Fort Stevenson.....	935
Fort Berthold.....	946
Fort Buford.....	1,301

I have been quoting from the September rates. The October rates are one hundred per cent. above the September rates, which will still further assist in showing the advantages of the quartermaster's contract to the contractor. The secretary of the Northwest Transportation Company, Mr. Woolworth, explains the advantage of this kind of freight, irrespective of the largely disproportionate prices paid for it. The tabular statement which I have just quoted was shown to the witness, and is appended to his testimony, from which I quote, (p. 83:)

"Q. Am I to understand from this tabular statement that the rates shown for way freights are the amount paid for the distances as shown in the same table?—A. Yes, sir.

"Q. Was or not this part of the contract favorable or otherwise to the contractor?—A. The way freights, so far as my knowledge has been, are always taken into account in making up the other rate to the principal points; that the way freights are much

larger, and go to make up a better rate on the other freight; that it is an advantage on a contract. Soldiers are a very large advantage on a contract.

"Q. What is the advantage of having soldiers, and cattle, and things movable?—A. The advantage in having soldiers is that you can load a boat with about all the freight you want to put on her, putting the freight in the hold, and then putting two hundred troops aboard of her is no disadvantage at all. If you run on a bar the soldiers can get off and walk around, and they are of great assistance on the boat if they are under discipline; and the receipts from the transportation of soldiers are always large.

"Q. In making bids for transportation with the Quartermaster's Department, have you heretofore had reference to representations made by Government officers that the bulk of freights would go up in the early months?—A. We did this year—for 1870.

"Q. In 1870 that was taken into consideration?—A. Yes, sir. We lost before for that reason, and before we bid on these contracts we had an interview with General Rucker, and were assured that this year he would not burden us in that way; that the freight should be hurried off, and come in under those contracts, on the early months.

"Q. How does that affect your rates, as shown in this Hazlett contract, for the late months; are they as high as they would be otherwise?—A. The estimate on that contract is made by adding the rates of each month together and dividing it by the number of months for which it is bid for, taking the average. When we bid, we were assured there would be little or no October freights; hence we did not put the rates high, because we were afraid of raising the average on account of competition.

"Q. What am I to understand from you, in regard to those October freights, with reference to their being put at a higher price?—A. I would say that a man bidding on that contract, understanding the business, if he had no assurance that he would have little or no October freights, he would make it higher.

"Q. If he had a large bulk in October, what would be the result?—A. In ordinary seasons he would lose a good deal of money. We had as good a rate as that before; but last year I do not think any money would have been lost under that contract, perhaps—that is, 1870."

I quote also from this same witness' testimony, (p. 82.)

"Q. Was the quartermaster's contract with Hiram K. Hazlett more advantageous to the contractors than the one made by Commissioner Parker with you?—A. I consider it so.

"Q. Why?—A. Under the quartermaster's contract large rates—full rates—were paid for way freight. There were soldiers, and the transportation of wagons, horses, and mules, and they would pay a much larger rate than common freight; and there were very often down-stream freights, by which the boats could double their receipts. The freight under that contract—the bulk of it—was shipped during the best months of navigation.

"Q. How was it with Commissioner Parker's contract in that respect?—A. The freight under that contract was shipped late in the fall.

"Q. And was liable to go to what month?—A. The expiration of the contract was the 1st of January. There were no down-stream freights under that contract; nothing but up-stream freights; no way freights included; nothing but up-stream freights."

I have already called attention to the fact, as shown in evidence, that contractors in bidding for the quartermaster's contract, expected the large bulk of supplies to go up at the earlier rates in the earlier months. And Mr. Woolworth explains that the rates for the later months of September and October were made lower than they ought to be, to reduce the average on the whole, by which the lowest bidder is finally determined. And all the witnesses concur in stating that there is more profit in freights at the lower rates taken in the early months, than at the higher rates taken in the later months. (See the testimony of General Myers, Mr. Charles, Mr. Hedges, and Mr. Burleigh.)

All the witnesses concur, and General Myers, who has had long experience in contracting for transportation up that river, states it distinctly that a contract made early in the season embracing summer and fall freights, where it is understood that the bulk of the freights are to go up in the early months, can be made more favorable in its terms for transportation during the late months, for whatever may be then required to be made late in the year, for the late freights. All these things considered, it would seem to me unfair to make the Quartermaster General's contract an unfailing guide in determining whether Commissioner Parker's contract was fair or otherwise—made late in the season, and under totally different circumstances, and embracing only pound-freights, with no down freights, no way freights, no large prices for movable articles, and at a time when, in all human probability, a large amount would have to be shipped by wagons. I find upon actual computation, that of the freights shipped by Commissioner Parker under this contract with the Northwestern Transportation Company, there was taken to the various agencies in the month of September, after the 24th day, a trifle over one million pounds. If we are to be governed by the Quartermaster General's rates for that month, Commissioner Parker paid too high. But this we have seen is not a fair standard, and ought not to govern in the case. On computation for the month of October, I find there were a little over two million and a half pounds shipped, the greater

part of it after the middle of the month, and a very large portion of it delivered at the agencies on the last days of the month; and, in the month of November, during which there were no rates provided for by the Quartermaster General's contract, there were delivered about half a million pounds of freight, and the most of this after the middle of November.

Now let us look, as briefly as we can, at the testimony in regard to the navigation above Sioux City at that season of the year. In the first place, the witnesses concur in stating that it would not be safe to send freight by water to a point higher than Whetstone agency (which is about 270 miles from Sioux City) after the 10th or 15th of October. Upon this point I refer to the testimony of Mr. Woolworth; Mr. Charles, Mr. Hedges, Mr. Burleigh, and General Myers.

It will be seen, then, that although the quartermaster's contract provided for freights during the month of October, it never could have been contemplated that they were to be sent at that late season of the year, for no such terms could have been secured in the contract. Upon this point General Myers is clear in his testimony.

There is much testimony in the record explaining the perils of navigation at that season of the year. I do not feel warranted in quoting it at length here. I think I can state, briefly, enough of this to remind the committee of the testimony in the case; and if any doubt exists as to my accuracy, I refer to the testimony of the witnesses just named. It is shown that the water is always low at that season of the year, and that there are high winds prevailing, which are unknown in the early months of the year. This alone, as witnesses have stated, often delays boats many days. There is danger of ice after the middle of October. A boat caught in the upper river by ice seldom escapes. Insurance is 25 per cent. upon hulls, and late in the season cannot be obtained at any rates. It is also shown that last year was an unusual one, and that this stroke of fortune was all that saved the transportation company from loss under their contract. I suppose that such a thing as the delivery of freights by water at Fort Berthold, in the latter part of November, and the return of the vessel safely, has not occurred upon that river before last year within the memory of man. To show something of the peril of navigation during the carriage of this freight, I read from the deposition of Mr. Woolworth, (p. 84:)

"Q. Did you lose a boat during the execution of the Parker contract?—A. Yes, sir.

"Q. What was her value?—A. She was valued at \$10,000, but cost more.

"Q. How did you deliver what freight you saved?—A. We sent another boat to her. The crew saved about half her cargo; saved her deck cargo, put it ashore, and we sent up another boat which delivered it.

"Q. At what cost?—A. It cost us \$1,000, I should estimate, over the receipts."

I must ask the pardon of the committee for quoting again from the testimony of this witness, (pp. 83, 84:)

"Q. Did you make a contract in 1869?—A. Yes, sir; with Captain James Gillis, quartermaster at Sioux City. We made that contract in September—I think about the middle of September—to Fort Buford. We got 8 cents for that.

"Q. Where is Fort Buford?—A. It is above Berthold—250 miles above.

"Q. Did you carry any private freights at that time?—A. Yes, sir.

"Q. What freights did you get?—A. Ten cents.

"Q. Was that contract let upon proposals?—A. It was.

"Q. Do you remember any instances of starting boats as late as in August, 1869?—A. Yes, sir; we started two boats to Fort Benton in August.

"Q. How loaded?—A. Loaded light with Government freight, under a contract we had with the Quartermaster General.

"Q. How far did those boats go up?—A. To the mouth of Milk River.

"Q. Where is that?—A. I think about 400 miles above Fort Buford.

"Q. What time did they reach there?—A. About the 1st of September.

"Q. What was the result of that trip?—A. The water was so low that the boats could not go any further than the mouth of Milk River. There they put their freight ashore, and the captain divided the crews, and left part of them there with the freight, and sent the boats home.

"Q. How were they at last delivered?—A. The captain sent a messenger to Fort Benton and got an ox train of a hundred wagons, and hauled the freight up to the fort from there.

"Q. What was the result of that operation financially?—A. The company lost \$20,000 on the two trips."

Now, Mr. Chairman, I desire to call your attention to Exhibit B, (pp. 87, 88,) attached to the deposition of this witness. I prepared it during the course of the trial for the purpose of illustrating the comparative prices paid by Commissioner Parker under his contract last year, and for the purpose, also, of comparison with the contract made in 1868 by the then Commissioner of Indian Affairs, and the contract made in 1869 by Commissioner Parker. I have taken from the quartermaster's contracts in this exhibit the rates of freight for the month of October. I think it is not too much to say that the difference between the September and October rates provided for in the quarter-

master's contract, and the rates in Commissioner Parker's contract, are more than balanced by the difference in the character of the contracts, and the circumstances under which they were made. And yet it will be seen that the rates paid by Commissioner Parker were but little in excess of those paid in October by the Quartermaster General, and that a large amount of the Indian freights were sent forward late in the month of November, during which no provision was made in the quartermaster's contract, and during which time, as General Myers told you, it would have been almost impossible to have made a contract at any price. The tabular statement is as follows:

EXHIBIT B.

October freights, per hundred pounds, under Hiram K. Hazlett's contract with the Quartermaster General, computed from contract for March 20 to October 31, 1870, inclusive.

Sioux City to Yankton agency.....	\$2 25
Fort Randall.....	2 25
Whetstone agency.....	3 00
Lower Brulé agency.....	3 30
Crow Creek agency.....	3 75
Fort Sully.....	3 90
Cheyenne agency.....	4 80
Grand River agency.....	4 80
Fort Stevenson.....	6 00
Fort Buford.....	6 75

Fort Berthold is between Stevenson and Buford. Quartermaster General's contract had no rate to Fort Berthold. The rate would be governed by rate to next point above Berthold, which would be Buford.

Rate of freights, per hundred pounds, under contract of Northwestern Transportation Company with Commissioner Parker, dated September 26, 1870, for September, October, November, and December, 1870.

Sioux City to Yankton agency.....	\$2 25
Whetstone agency.....	3 25
Lower Brulé agency.....	4 25
Crow Creek agency.....	4 25
Cheyenne agency.....	5 25
Grand River agency.....	6 25
Fort Berthold.....	7 50

Transportation contract of March 25, 1868, from April 1 to October 1, 1868, between Northwestern Transportation Company and N. G. Taylor, Commissioner of Indian Affairs; rates per hundred pounds.

New York City to Yankton agency.....	\$7 72
Whetstone agency.....	7 72
Brulé agency.....	7 72
Crow Creek agency.....	7 72
Cheyenne agency.....	8 72
Grand River agency.....	8 72
Berthold agency.....	10 72

The average railroad rates from New York to Sioux City were \$2 60 per hundred pounds, which, deducted from this table, shows as below:

Sioux City to Yankton agency.....	\$5 12
Whetstone agency.....	5 12
Brulé agency.....	5 12
Crow Creek agency.....	5 12
Cheyenne agency.....	6 12
Grand River agency.....	6 12
Berthold agency.....	8 12

Yankton, Whetstone, Brulé, and Crow Creek agencies are between Sioux City and Fort Sully; Cheyenne and Grand River are between Forts Sully and Rice; Berthold is between Fort Union and Muscleshell.

Commissioner Parker's contract of May 13, 1869, is at same rates as contract of Commissioner Taylor for 1868.

Rates paid under contract with same company, September 28, 1870, for September, October, November, and December, 1870.

Sioux City to Yankton agency.....	\$2 25
Whetstone agency.....	3 25
Lower Brulé agency.....	4 25
Crow Creek agency.....	4 25
Cheyenne agency.....	5 25
Grand River agency.....	6 25
Berthold agency.....	7 50

I think that any one examining this table, and keeping in mind the facts to which I have called attention, will not discover any improvidence or wastefulness of public funds in the matter of Commissioner Parker's contract of last year.

It is not in evidence whether the Northwest Transportation Company derived any profit from their contract, nor does it appear that they suffered a loss. That company is not on trial here, nor is it important whether they made or lost money. But I feel authorized to say, in connection with the developments with regard to the transportation of the Indian goods and supplies, that I do not believe anything short of the most commendable enterprise could have ever accomplished what this company did in the delivery of those goods. And I do not believe that Mr. Welsh, or any other man, could have made provision for the delivery of such an amount of freight as Commissioner Parker was called upon to deliver at that late season, upon better terms, or could have more successfully executed the work. I know that it was a matter of congratulation among all who were interested in the delivery of the goods, that it had been so successfully accomplished; and I know that the transportation company were accorded no little credit among shippers and merchants for accomplishing what seemed an impossibility at the time.

But that is of no consequence. You are to say whether the bargain Commissioner Parker made was a fair one under the circumstances. You are not to split hairs in looking back over this matter, to say whether here and there a dollar, or a thousand dollars, may have been saved. But you are to say whether, in view of all the facts, you, yourselves, in the honest discharge of the duty then devolving upon the Commissioner, and with the information he then possessed, would have done as he did, and in making this inquiry, I feel quite sure you will discover no wastefulness or improvidence.

A third point was suggested in opening this question of transportation, which was, as to the duty of the Commissioner, to consult the board of commissioners in relation to the making of this contract. I have not treated that question in any of the subdivisions of this summing up, but have reserved it for a separate examination. It is admitted by Commissioner Parker that he did not consult the board with reference to the making of the contract of June, 1870, or its extension in August, nor was the board called upon to inspect the articles delivered under those contracts, nor was it consulted in the making of the transportation contract just noticed, nor to inspect the bacon purchased at Chicago on advertisement, nor in the making of the purchases of presents for the Osage Indians. I will address myself to that branch of the case shortly. As the same reasons apply in all these instances, it will hardly be necessary to examine each separately, although some remarks may be made in passing with reference to each.

CIRCUMSTANCES CONNECTED WITH LETTING THE CONTRACTS.

I propose now, Mr. Chairman, to group together as fully as possible, the various circumstances connected with the letting of the contract of June 17 to Mr. Bosler, and the extension of the contract of August 10, as to beef and flour, and the making of the transportation contract of September following, with the view of looking at the worst features of the case, as they affect the conduct of Commissioner Parker.

I have given somewhat fully, though not all, the evidence, which showed the presence of an exigency which had to be met in some way in June last. I think I need not again refer to the testimony bearing upon that point. Assuming, then, that the exigency will be admitted, let us see how far he honestly and fairly met it.

Commissioner Parker has told you in his testimony, that he consulted the Secretary of the Interior fully and freely. As the two contracts of June and August were made under what the Commissioner regarded similar circumstances, and to provide for a similar state of things, it will be as well, perhaps, to treat of the two together in this connection. On page 29 I read as follows:

THE BOSLER CONTRACTS.

"Q. Had you any previous acquaintance with Bosler prior to the contract made in June, 1870?—A. I may say that I hardly had any at all. I had seen him two or three times before this contract was entered into, or perhaps three or four times altogether.

"Q. Had you any information as to his responsibility or reliability for complying

with any contract he might undertake?—A. I did inquire as to his responsibility from parties who I supposed would know respecting his capacity to execute or fill any contract he might enter into, and my information was that he was a good contractor, perfectly responsible and reliable.*

"Q. About the extension of the 10th of August, what, in your mind, was the controlling reason for making this extension, what were the necessities at that time which required it?—A. The main reason I had in my mind was simply to prevent the agencies from running short of supplies for the Indians on the Missouri River. I looked at it in this way: The beef supply, under the arrangement of June 17, was becoming exhausted, and before I could advertise, contract, and get beef under the contract, the agencies would probably be entirely out of supplies, and the Indians would have left the agencies, which I wished to avoid if possible. That was my reason for ordering the extension.*

"Q. Was your conduct in the matter, or not, based upon your best judgment, as an officer of the Government in charge of the Bureau of Indian Affairs?—A. It was based upon my best judgment. I thought, at the time, I was doing the best I could under the circumstances surrounding the case.*

"Q. Had you any reason to favor Bosler in any particular?—A. None at all.*

"Q. Did you ever favor him purposely?—A. No, sir.*

"Q. The contracts spoken of were made with a view to the best interests of the service, as far as you could judge, at that time?—A. That was my idea.*

"Q. In regard to advertising for bacon and beef, in August, did you purposely defer that advertisement in order to give Bosler an extension of his June 17 contract?—A. No, sir; it never entered my mind.*

"Q. Had you any correspondence with Bosler in regard to the June 17 contract whatever, in which you gave him to understand that you intended to give him an extension?—A. No, sir; I had no communication whatever with him to that import.*

"Q. State whether or not the first knowledge he had of your intention to give him an extension was your letter of August 10.—A. I suppose that was the first intimation he had. I did not indicate to any one my intention to do anything of the kind. I found that it became absolutely necessary to extend his contract, or make a new one with somebody else, instead of waiting for a contract under an advertisement.*

The witness then explains the circumstances attending the advertisements, after which the following question and answer are found, which I read:

"Q. Then, to meet an emergency, your office has never regarded it safe to wait for contracts by advertisement?—A. We could not do it very well. When an emergency occurs, we must take all the precaution we can to inquire into the responsibility and ability of the party to execute what he proposes to do, see that the price named is a reasonable one, and make the best contract we can.*

WHY ADVERTISEMENTS WERE NOT PUBLISHED.

I think it not improbable, Mr. Chairman, that you will attach importance to the fact that advertisements were not published immediately after the passage of the appropriation bill, thus avoiding the extension of Mr. Bosler's contract, which took place August 10. And it may, perhaps, not be easy for the committee to perceive why this advertisement was deferred. But it will take a great deal of testimony and many suspicious circumstances to convince any one who knows Commissioner Parker, that he purposely deferred publishing that advertisement in order to give Mr. Bosler the benefit of an extension of his contract of June; especially is this so, when the Commissioner testifies so directly and ingenuously upon the subject. To one who will reflect upon the multifarious duties of his office, it will readily appear, after reading the testimony, that he might very naturally overlook this matter in the press of other and equally important business, and during his necessary absence in New York, making the purchases of annuity goods.*

With regard to this matter, ex-Secretary Cox testifies, page 77:

"Q. You know of any reason why the advertisement could not have been inserted a week or fortnight earlier?—A. None, except that the general was in New York, busy with the purchases there, and having a good deal on his hands. I could see how, in the rush of work after the appropriation bill was passed, he might leave other matter unattended to for a time.*

"Q. Was anybody left here to attend to the business of the Department?—A. Of course. The chief clerk is, by law, the acting Commissioner in the absence of the head of the Bureau, just as Judge Otto is Secretary in the absence of the Secretary.—Q. Was there anything to prevent his inserting it a week earlier?—A. Nothing that I

* Several witnesses, among them General Myers, testified to Mr. Bosler's uprightness of character and reliability as a business man.*

know of, except that he seemed to hesitate to take the responsibility, and that was the case during the whole of Commissioner Parker's absence. I think it might be said that Mr. Cady was hesitating to take the responsibility, and consequently the general was attempting to do, by telegraph from New York, pretty much all the work." (P. 78.)

Upon this question of advertising, the Commissioner testifies, (page 31:)

"Q. Do you remember when your attention was first drawn to the matter of advertising for beef and bacon?—A. No, sir. I suppose it had been on my mind at different times after the passage of the appropriation bill as well as before, but I could not get to work preparing the thing until probably a week before the 26th. I was in New York, and the matter was overlooked in the office.

"Q. I find here in the correspondence, printed, a letter of Mr. Cady, acting Commissioner, to the Secretary of the Interior, dated August 13, stating that the office was about to advertise for proposals for subsisting the Indians. Do you remember whether you were here in Washington, yourself, previous to that?—A. I was in New York. I came here on the night of August 9, and was here the 10th and 11th. I think I left for New York the night of the 11th.

"Q. And while you were here in town you extended the Bosler contract?—A. Yes, sir; and at the same time I probably suggested to Mr. Cady that the preliminary steps be taken toward advertising, under the law, for beef and bacon, providing it had not been done. I have no recollection of that, but that is what I naturally would have done. I have no memorandum on the subject.

"Q. In your administration of the office, have you, or not, had frequent consultations with your superior officer, the Secretary of the Interior?—A. I had daily conference with him upon every subject relating to Indian affairs.

"Q. State whether there was any concealment, upon your part, about what you were doing in regard to supplying these Indians, or whether the Secretary was informed upon the subject?—A. There was no concealment upon my part. My communications were open and free with the Secretary. I wish to say here, as a matter of explanation, that a great deal of the business of the Indian Office, and of the administration of the office, is carried on by verbal conversation with the Secretary of the Interior, of which no memorandum or record is kept. As a matter of course, they result in an order or instructions or directions in writing from the Indian Office, and nothing appears on record showing the consultations taken between the Secretary and the Commissioner on the subject.

"Q. That is, you take your portfolio and talk with the Secretary verbally about it?—A. Yes, sir.

"Q. Explain whether you talked with him in regard to supplying the Indians as provided for in this contract of June 17?—A. I had frequently talks with him in reference to entering into this contract of June 17. He was aware of the whole of it.

"Do you remember whether you consulted with him when you came over from New York?—A. He telegraphed me to come over August 9, the day before the extension.

"Q. Do you remember whether you talked over matters relating to the supplies of Indians at that time?—A. I do not recollect particularly whether we did or not. I know I was in the habit of mentioning all these things, which I considered necessary to be done.

"Q. Had you any reason to conceal from him any facts in relation to it?—A. None at all."

On page 33:

"Q. You say you followed the custom of the office in regard to purchasing in open market; has or not that been the uniform custom of the Indian Bureau, extending back for many years, to your knowledge?—A. So far as my information goes, they have always done that every season.

"Q. Have you, in any particular, departed from the custom and usages of the office in executing the law?—A. I simply followed the custom of the Department in every respect. There are a good many things it is impossible for us to advertise, and which we must purchase in open market, or we cannot get along in the administration of the Indian affairs."

And again:

By Mr. SARGENT:

"Q. Can you give any reason why an advertisement for beef could not have been made on the 15th of July last, to be awarded within ten days or two weeks, or any later time before the 10th of August, when this contract was extended?—A. As I have said, I was personally very much occupied after the passage of that bill in getting the many appropriations provided for into shape for the purpose of making them available. Aside from that, my whole attention was directed to the purchase of the goods. These Indian delegations had been here urging us to furnish them with goods, and subsistence had to be supplied temporarily without waiting for advertisement.

"Q. The subsistence was to be provided for September; what prevented contracts

under advertisement for these goods before that time?—A. Nothing, except that I was in New York nearly all the time engaged in buying annuity goods.

“Q. Were you gone three months?—A. Nearly two months.

“Q. Was any one acting as Commissioner?—A. Mr. Cady was acting as Commissioner.

“Q. Was there anything to prevent his advertising?—A. No, sir.

“Q. Then I understand you to admit that you neglected your duty in not advertising yourself, or giving him orders to advertise?—A. I did not give him orders for the reason that my attention was entirely engaged in New York, as I have stated.”

With regard to the statement of the Commissioner, that the Secretary knew all about the contracts being made, the Commissioner adds to his answer, page 109:

“I do not want to say on the record that he was aware of the whole of it, but that he was aware generally of the transactions which resulted in the contract.”

WAS THE CHAIRMAN CONSULTED?

The chairman will remember that this question of consultation with the Secretary was deemed of such importance by the Commissioner that he was unwilling to rest it upon his own sworn statement, and he insisted upon the Ex-Secretary's being called, although it was urged upon him as involving General Cox in great personal inconvenience.

I think if anything were wanting in this case to show the faith the Commissioner felt in the uprightness of his own conduct, and the belief that the Ex-Secretary would corroborate him in this important matter, it is to be found in this circumstance, that his personal presence was insisted upon by the Commissioner. That faith was further fested in putting him upon the witness stand without previous consultation or knowledge as to what he would testify to. I shall not now dwell upon the disappointment the Commissioner felt upon reading the deposition of his late chief, and finding that he denied all knowledge of the contract made with Mr. Bosler. The Ex-Secretary says, page 76:

“My impression is that somewhere about that time General Parker stated, as a fact, that he was obliged, as Indian Commissioner, to make some temporary arrangements to get some supplies between the termination of the arrangement with the Commissary Department and his issuing of his advertisements. But there was never any consultation with regard to contracts further than such general statement as that.”

But the following question was put directly to the Ex-Secretary, and his answer is very distinct and very emphatic, and, as I have said, was very disappointing to the Commissioner, for it seemed to raise a question of veracity between the head of the Department and the head of the Indian Bureau. I read the question and answer:

“Q. Were you consulted with reference to a contract made on the 17th of June, 1870, prior to the passage of the appropriation bill, made with James W. Bosler for the supply of a large amount of beef, bacon, salt pork, flour, coffee, sugar, salt, soap, and tobacco, to be delivered on the Missouri River; a contract made without advertisement or competition?—A. In reference to any contract with Mr. Bosler, I can say I never heard of or saw the name of Bosler until this investigation commenced, and consequently I was not consulted in regard to any contract with him.”

It would have been unfortunate, indeed, had this very important subject remained in this attitude. It would have cast a suspicion over the whole of the Commissioner's testimony, and inevitably left the impression that he had purposely concealed from his chief the making of this contract with Mr. Bosler, and that would have thrown a cloud over the whole case. Those who know the Commissioner well would have believed the Secretary mistaken; but others would have believed the Commissioner mistaken.

But, Mr. Chairman, happily for the truth, at the very last moment, a link in the chain of testimony was discovered, and is in evidence, which relieves this question of all embarrassment, and fully corroborates the Commissioner. Not only that, Mr. Chairman, but it tends strongly to establish the truth generally of the statements made by the Commissioner in regard to his conduct in this matter. The fact is, he was the moving spirit from first to last, and it is not improbable, therefore, that he would remember more accurately the facts than would his chief. It is only to be regretted that his chief did not speak more guardedly in relation to a matter about which he was fixing the gravest responsibility upon an important officer of the Government. I have read from General Cox's testimony. It will be seen that he declares that he never saw or heard of the name of Bosler, or any contract with Bosler, until this investigation commenced, and, consequently, was not consulted in regard to any contract with him. And he repeats this statement on page 78, that he had no knowledge of the contract with Mr. Bosler, and never heard of Bosler's name. The whole spirit of his testimony seems to cast blame upon the Commissioner in this regard.

Let us, then, Mr. Chairman, see how the truth confronts error. I read from the correspondence to be found on page 159:

"DEPARTMENT OF THE INTERIOR,
"OFFICE INDIAN AFFAIRS,
"Washington, D. C., June 18, 1870.

"SIR: I have the honor to state that arrangements have been made by this Bureau with James W. Bosler, esq., for the delivery of certain subsistence supplies for the use of the Indians on the Yankton, Whetstone, Cheyenne, Crow Creek, and Grand River reservations. Among these supplies there will be a quantity of beef, and the cattle will have to be driven to the different reservations, where they are to be slaughtered, and the beef issued to the Indians. There will doubtless be considerable risk to the contractor in transporting these cattle, owing to the wild and unsettled condition of the country through which they will have to be driven; and, in view of this fact, I respectfully recommend that the Secretary of War be requested to furnish Mr. Bosler with suitable escorts, from Forts Randall and Sully, to the respective reservations, whenever he shall require them.

"Very respectfully, your obedient servant,

"E. S. PARKER, *Commissioner*.

"Hon. J. D. Cox,
"Secretary of the Interior."

"DEPARTMENT OF THE INTERIOR,
"Washington, D. C., June 21, 1870.

"SIR: Arrangements have been made by the Indian Bureau with James W. Bosler, esq., for the delivery of subsistence supplies for the Indians on the Yankton, Whetstone, Cheyenne, Crow Creek, and Grand River reservations.

"As beef cattle are included in the supplies, which are to be driven to the points above named, I have the honor to request that the contractor may be furnished with suitable escorts from Forts Randall and Sully to the respective Indian reservations, whenever he shall require them.

"Very respectfully, your obedient servant,

"J. D. COX, *Secretary*.

"The Hon. SECRETARY OF WAR."

"WAR DEPARTMENT,
"Washington City, July 11, 1870.

"SIR: Referring to your letter of the 21st ultimo, I have the honor to inform you that instructions have been given to the commanding officer at Fort Randall, Dakota Territory, to furnish an escort from that post to Fort Sully, Dakota Territory, to James W. Bosler, for his train of stores and herd of cattle intended for the Indian service, and that the commanding officer at Fort Sully has been directed to furnish an escort from that post to the Yankton, Whetstone, Cheyenne, Crow Creek, and Grand River Indian reservations.

"Mr. Bosler should be notified to apply to the commanding officer at Fort Randall whenever the escort is required, and should also be informed that, owing to the small garrisons, it will not be practicable to furnish more than one escort from each post. The trains and herds must, therefore, be concentrated before leaving Fort Randall.

"Very respectfully, your obedient servant,

"WM. W. BELKNAP,
"Secretary of War.

"The Hon. SECRETARY OF THE INTERIOR."

I think I need make no comment upon this conflict further. It can hardly be possible that Commissioner Parker said anything short of the truth when he testified that the Secretary knew all about the matter. The correspondence is definite, both as to the manner in which the emergency was being met and as to the name of the contractor; and I think it must follow that the Secretary was mistaken, and the Commissioner right. I read from General Cox's testimony, page 79:

"Do you say that the Indian Bureau has never made purchases without advertising; that the head of the Bureau has never exercised the discretion of making purchases to meet emergencies according to the view that he might take of them?—A. That is not what I have said.

"Q. I do not understand you to say, do I, that the only form of contract which the Commissioner makes to meet these emergencies, is a contract to be void in case an appropriation act is not passed?—A. We are now speaking of contracts made where there is no appropriation bill passed. Where there are appropriations made for trifling amounts, the agents have often been authorized to make specific purchases. As when an agent is not in communication with the outside world, that is an emergency. I have supposed the power existed, and the office has exercised it. My familiarity with the office is not great enough to say how far they have gone. But I was speaking of large contracts for large amounts of supplies made without the usual forms.

"Q. Would there be any difference in regard to the duty of the Commissioner to provide for the emergency in the case of the supply for a hundred Indians, or ten or fifteen thousand; would not his action be the same, except proportionately large in one instance over the other? The quantity of supplies he would have to furnish under an emergency would not affect the question if he had to act, would it?—A. Of course it would only affect the caution with which he would proceed. Every man exercises more caution in great matters than in small ones, and persons often exercise a discretion in small matters that they might not in great ones. The question is simply what is best to do in the emergency.

"Q. Then the Commissioner would have to determine that question for himself, or no one could in that matter?—A. Whoever the responsibility is upon must determine it for himself. In the larger matters of the Bureau we expect, of course, more consultation with the head of the Department or with the President than in little ones. If a matter should arise wherein the action of the Bureau might terminate in a war or not, although the responsibility might be with the Commissioner, yet we would expect a greater amount of caution and more consultation than in a less important measure."

By Mr. BECK:

"When such emergencies arose as required the action of the President to meet them, of which you have heretofore spoken, how did he usually meet them, by calling upon the Army or the Indian Department to meet them—for supplies, I mean?—A. Always, before the close of the last fiscal year, he had called upon the Army, because there had been a specific arrangement made with the Army that it should aid in supplying the Bureau. At this time, my impression is that General Parker's embarrassment arose out of the fact that the Commissary Department of the Army had notified him that they could no longer continue the arrangement. That was the basis of his trouble.

"Q. Did the President, so far as you know, meet these difficulties through the Army?—A. Yes, sir; we had had no case before us in which there was any difficulty before. We had always called on the Army, and got the supplies from them. But if the Army were to be left out of the account, of course, then the arrangement would have to be made upon another hypothesis, and that was the supposition, I understand, that existed—that the Army was to be left out of the case; that it declined to make the supplies."

Leaving the effect of the testimony and the correspondence which I have given, to be determined by the committee, I desire to say a word in regard to the Commissioner's not advertising immediately after the appropriation bill passed, so as to avoid the necessity for extending the contract, as he found himself obliged to do in August.

The testimony shows the Commissioner absent during the two or three months following the passage of the appropriation act. The little supervision of the office which he was able to give was done by telegraph and by correspondence; and it was very natural, and certainly not censurable, that he should dismiss to some extent, from his mind, the details of the office at Washington.

Further, it appears that there was an acting Commissioner in charge, who not only had power to take steps to advertise, but whose duty it was; and if any one is to be blamed in this matter, it is Acting Commissioner Cady, and not General Parker. The responsibilities and duties of the office devolved upon Mr. Cady, to the same extent as though he had been Commissioner, and the trust reposed in him as acting Commissioner could well extend to the matter of conducting whatever duties might devolve upon him.

Now, the Commissioner testifies that he was telegraphed to by the Secretary upon some business connected with the office, to return to Washington, which he did about the 9th of August, and then it was when he first discovered that the matter of advertising had been neglected, and then it was that his mind was made to face the question as to whether the provision made in June for supplies would be sufficient to ward off danger until advertisements for proposals could be published. And he determined, upon the facts then before him, that an extension of Mr. Bosler's contract or a new one with some other person was necessary. He therefore took the necessary steps, and on August 10 he called upon Mr. Bosler to furnish additional beef. I read from his letter. The Commissioner says, (p. 147 :)

"It being exceedingly doubtful whether, under any advertisement for supplying the Sioux of Dakota with beef and flour, they can be furnished in proper season to prevent a deficiency, I have to request that you will at once supply 1,500,000 pounds, net, more beef, to be distributed at the various agencies on the Missouri River, in such amounts as shall be hereafter designated to you. Said beef will be paid for at the same rates per pound as is provided in your contract with the Indian Bureau, dated June 17, 1870. This beef must all be on the hoof, and of as good quality as was furnished under your contract, and must all be delivered at the several agencies on the Missouri River on or before the 15th day of October, 1870."

The letter gives the reason for making the contract, and the Commissioner must stand or fall upon the wisdom of his action as further explained in the testimony.

While in Washington, at this time, he gave instructions with regard to advertising;

and we find, August 13, Acting Commissioner Cady addressed a letter to the Secretary informing him that the Indian Office was about advertising for proposals for subsistence, &c. And, August 16, the Secretary replied authorizing the advertisement, and upon the 26th of the month the advertisement was published; and upon the 17th of September following, the contract for beef was let to Mr. Morrow. See Appendix, p. 146-7.

Now the contract of June was intended to cover supplies for sixty or ninety days; and the contract of August, as to beef, covered about the same length of time. The testimony is that the supplies were exhausted at most of the agencies before Mr. Bosler was able to deliver under his first contract; and at some of the agencies, the supplies under that first contract were about exhausted by the time the deliveries began under the extension of August. (See p. 29.)

And, whether the arrangement as to price was a wise one or not, certainly the developments of this trial show that the arrangement as to bringing supplies forward in time to meet the emergency was a wise one. There is one circumstance connected with this question, however, which deserves to be noticed, and as to this I think the Commissioner made a mistake.

It will be recollected that among other agents who were urging on the Commissioner the necessity for supplying these Indians, after the commissary contract expired, Major Poole, the agent at Whetstone, was most urgent. He had been at Washington with Red Cloud and other of the representative Indians, and knew all about the necessities of those agencies. While returning, and on his way to his agency, he telegraphed, June 18, to the Commissioner, "The supplies for Indians at Whetstone agency will be entirely expended by July 10, 1870; all the time will be required to forward more," (p. 140.)

To which the Commissioner replied June 18, "arrangements have been made for subsistence for Indians at Whetstone. The supplies will probably be there early in July," (p. 140.) The arrangements were embraced in the Bosler contract.

Major Poole also wrote the Commissioner the same day he telegraphed, urging immediate steps to forward supplies, (page 141.) Four days after this, however, Major Poole took the responsibility of receiving from the commissary contractor a supply of cattle for three months; and on June 22 telegraphed the Commissioner as follows: "I have enough cattle on hand to last three months. Will the Commissary Department furnish the other supplies? Your answer to this will guide me in closing up my papers with that Department," (p. 142.) To which Commissioner Parker replied the same day: "The Subsistence Department will furnish no supplies after 1st proximo. Other arrangements have been made," (p. 142.) When Mr. Bosler came to make his delivery of beef at Whetstone, according to the contract, Major Poole, having supplied himself upon his own responsibility, as we have stated, declined to receive them without further instructions. Mr. Bosler insisted upon the cattle being received, as the contract had been made; and he relied upon the Department keeping faith with him. Instructions then issued, after a considerable correspondence, directing Major Poole to receive the cattle due under the Bosler contract at Whetstone, although the Department first endeavored to have Mr. Bosler deliver cattle at higher points on the Missouri, instead of at Whetstone. The correspondence upon this subject will be found on pages 142, 143, 144, 145, and 146.

This made a double supply for the time at Whetstone, and although Major Poole testifies that it was no detriment to the Indian service, (p. 207,) an effort has been made by the prosecutor in this case to attach to this transaction some improper motive on the part of the Commissioner. But it would seem to me that no such motive could attach, when he was merely carrying out the terms of the contract made previously, and when the embarrassment which arose was through the fault of one who acted upon his own responsibility, without the knowledge of the Commissioner, and after the contract had been made.

It is in this connection, Mr. Chairman, that I desire to mention a step taken by the Commissioner which I think was a mistake. It is this: When he came to extend the contract with Mr. Bosler, in August, he issued instructions to the various agents along the Missouri River to receive the cattle provided for by the extension contract of August, and, among others, he directed that an installment of this beef should be delivered and received at the Whetstone agency. It was at this agency, and this one only, where there had been an overlapping of supplies, as I have just explained. It was not necessary, therefore, at that time to make provision for the Whetstone agency. But the fact as to this surplus at that agency escaped the Commissioner's attention at the time, and hence his action, which may be said to have been an oversight or mistake. He admits this, and can only say in explanation what I have said. That such a fact should escape his attention is not very remarkable; and a mind which would attribute to him any impure or improper motive, I think, must do so without giving due weight to the circumstances, which might very naturally bring about such an oversight; besides, no detriment to the service followed. His attention, however, was called to the fact later; and when he came to provide for the delivery of beef, under

the Morrow contract, he made the time of delivery at the Whetstone agency the 1st of January, or about the time the supply of beef would be exhausted at that agency.

That his conduct in this matter was the result of any collusive understanding with Mr Bosler, is not to be admitted for a moment. All the circumstances connected with the transaction repel any such inference. Commissioner Parker testified that he had no intention of giving Mr. Bosler the benefit of an extension of his June contract, and that such a thing never entered his mind as extending that contract, until about the time he found it necessary; and of this Mr. Bosler had no knowledge whatever until he received his letter of authority to furnish the supplies.

Mr. Welsh has attached a great deal of importance to the fact that the beef contracted for in June was to have been delivered in installments, of July 15, August 1, and September 1; and that because instructions issued afterward directing the agent to receive the cattle at one time, therefore there must have been some collusion or some bad motive on the part of the Commissioner. Now the Commissioner explained fully that in talking with Mr. Bosler about this contract, he desired that the cattle should be delivered immediately, and at one time; and it was because Mr. Bosler felt it to be doubtful whether he could possibly find cattle in that country at that time in sufficient quantities to be able to do so, that he asked to have the contract made so that he would not be responsible for a breach of it, in case he could not make the immediate delivery of all the cattle. The object of the Commissioner was to get some supplies forwarded at the earliest possible moment, and as there was no particular necessity for an immediate delivery of all, he acceded to Mr. Bosler's request. But when Mr. Bosler found that he would be able to make his purchases in such quantities as to enable him to deliver them at one time, he asked authority to make such delivery, and as that complied practically with the Commissioner's original intention and wish, instructions were accordingly issued. This is fully explained by the Commissioner and Mr. Bosler in their testimony.

But in this very natural conduct of two men engaged in a business transaction, the one buying and the other selling, Mr. Welsh sees only some secret and covert purpose to serve the pecuniary interest of the contractor, to the detriment of the United States. But was it so? He assumes that it involved the necessity of employing herders. So it did to some extent; but not to any great extent, as not many more men are required to take care properly of the number delivered than would have been necessary if they had been delivered by installments. And, furthermore, the Commissioner testifies that additional herders involved little or no expense to the Government, as they were generally taken from among the Indians and employes of the Government at the posts.

But this seems to be a trifling matter, and not worthy to be brought forward in an effort to fix upon Commissioner Parker maladministration of his office.

Upon this question of personal gain to the contractor in this delivery, I remark, further, the testimony is that cattle driven from the Pacific Railroad up to those posts would lose much in weight in the driving, and if permitted to graze a length of time before delivery, they would have picked up what they had lost, and that this would about equal, if not exceed, the cost of herding and care. But I am not disposed to follow this matter; it does not seem to me important. This committee will hardly impeach an officer of the Government on trifles such as these.

THE MORROW CONTRACT.

It is in evidence, Mr. Chairman, that Mr. Bosler, who had this June contract, and the contract of August, also became interested subsequently in the contract for beef supplied under what we understand as the Morrow contract. And an effort has been made to cast suspicion on his contracts of June and August, by connecting him with the contract with Mr. Morrow, made September 17. What the full effect of that connection between Morrow and Bosler can be in this case, it is impossible for me to conjecture, although I have elsewhere endeavored to do so in the argument. I speak of it, however, in this connection, to separate it, once for all, from any of the previous transactions, on account of which an effort is being made to censure Commissioner Parker. Commissioner Parker did not know, until this investigation began, that Mr. Bosler had any connection whatever with the Morrow contract. He has testified that no part of his action in relation to the early contracts had any connection with, or the slightest bearing upon, the Morrow contract, made in September.

I think I might safely assume, then, that the Morrow contract must be left entirely out of view, in considering the effect of Commissioner Parker's conduct, with reference to the making of his contracts of June and August.

IRREGULARITY IN PAYING VOUCHERS.

Perhaps I might as well here, as elsewhere, notice another matter of complaint made by Mr. Welsh, with regard to these contracts with Mr. Bosler; and that is, that there was great irregularity in the payment of the vouchers, and that this payment was made in defiance of the usual checks necessary to secure honesty upon the part of the

contractor. I think this charge groundless; certainly it is unproved. The evidence is that payments were made in the ordinary manner, upon the receipts of the agents at the various agencies, showing that the amounts of supplies had been delivered. These receipts give quantity, weights, and all the facts necessary for administrative action at the Indian Bureau. The vouchers were all submitted to the auditor, and by him passed to the comptroller, who finally ordered payment. The system may be a bad one; the checks may not be sufficient; there may not be ample protection to the Government; but it is the system which has prevailed for many years, and still prevails, not only in the Indian Department, but in other Departments of the Government. Responsibility must rest somewhere. Faith must be reposed in officers whose duty it is to act. Now the persons who received these supplies were military officers, acting as agents, under orders of the War Department. When the accounts came on to Washington with receipts duly signed by them, the Commissioner regarded that as sufficient to warrant his office in recommending payment. What he did in the matter of Bosler's vouchers he has done in hundreds of others, and is still doing in others. There was nothing, then, unusual in the method adopted for the payment of these vouchers.

A specific charge is made in this connection, by Mr. Welsh, in the matter of paying vouchers upon the receipts given by L. H. Roberts, the acting agent at the Cheyenne agency. The correspondence, found in the Appendix, (p. 147, 148,) and the testimony of Mr. Roberts, (p. 33,) explains this fully. The agent, Major Randall, was absent, and had left Dr. Roberts, who was surgeon of the post, in charge, and had given him written authority to act in his absence, and it was during his absence that the cattle arrived and a receipt for them was given. The scales being out of order, Dr. Roberts called to his assistance some of the military officers, including the acting commissary, who were familiar with the method of averaging cattle, and they arrived at the weights in that manner, Dr. Roberts giving a receipt accordingly.

When called to act administratively in this matter, the Commissioner gave to Dr. Roberts's receipts the same credit and faith which he had given to the receipts of other agents, and passed the vouchers accordingly. How he could have done otherwise, in justice to the contractor, I cannot perceive. I know it is in evidence that after Major Randall's return, he fixed up the scales again and weighed what he thought an average of the cattle, and found that Dr. Roberts had certified to a larger weight than the scales showed. But how this was so, Dr. Roberts explains in his testimony, and it also appears in the correspondence, to which I referred. I think, Mr. Chairman, I may safely leave the matter of complaint with this statement.

Possibly I ought not to forget to notice here that, when Major Poole was recalled, a specimen of sugar was handed to him, with the view, I suppose, of establishing the truth of Mr. Welsh's charge, that the sugar furnished by Mr. Bosler was what he calls "molasses sugar," and of inferior quality. (See testimony, p. 97.)

It was not claimed by Mr. Welsh that this was a specimen of the identical sugar delivered; but the witness was called upon to say whether it was similar to that, about which he seemed not to be very clear; nor did he know whether the sugar which Mr. Bosler delivered was made from molasses or not; or that the sugar presented by Mr. Welsh was so made. He was not an expert, and could not give an opinion. He said, however, in that connection, that the sugar delivered by Mr. Bosler was the best kind for the Indians—the kind which they preferred. But whether Mr. Bosler charged more than it was worth, is not proved; and in the absence of such proof, I suppose it not unfair to presume that it was sold at a reasonable price. Certainly no presumption can be raised against the reasonableness of the price, for this is a matter of proof.

Thus, Mr. Chairman, melts away another of the very grave charges presented by Commissioner Parker's prosecutor. I believe that, with this exception, no attempt was made to impeach the quality or prices of any of the articles furnished except beef and flour, and here only as to price, although Mr. Welsh embraced among his sweeping allegations something with reference to tobacco as well. But this he has abandoned, as he has abandoned other charges, without bringing forward any proof to sustain them.

There are, Mr. Chairman, two depositions in the record which may, in the mind of the committee, have some bearing upon the conduct of Commissioner Parker, and this is, perhaps, as proper a place as any to notice them. I refer to the depositions of John Finn (p. 99) and John T. Baldwin, (p. 106.) It will be remembered that when Commissioner Parker was being examined by the committee, he was asked in regard to a conversation said to have taken place between him and Finn, as follows:

"Q. On the 16th of June, or any time shortly before making this contract, did you have a conversation with a man by the name of Finn, of St. Louis, and a man by the name of Baldwin, in which they asked you if you intended to make any such contract, desiring to bid for it if you did; and do you recollect that you replied that you did not intend to make such a contract?—A. I recollect that Finn was here a great deal last winter and summer, and probably about the time you mention he may have asked me again. He inquired at various times in regard to furnishing beef at Whetstone. I do not recollect giving him any such reply as you suggest.

"Q. Did you not state to him that you did not intend to make such a contract at any time; and that you could not make any such contract, because the appropriation bill had not passed?—A. I have no recollection of any such conversation."

Subsequently, Mr. Finn and Mr. Baldwin were called to testify as to any conversation they had with the Commissioner. I cannot believe that the object of the committee was to discredit the testimony of Commissioner Parker by laying a foundation in this manner. I am bound to attribute to the committee, on the contrary, the more liberal motive of arriving at the facts in relation to the matter. Let us see, then, as to the effect of the testimony of Mr. Finn. I believe no one accustomed to weighing testimony would read the deposition of Finn and of Baldwin, and the letter of Finn proposing to furnish certain supplies, (to be found in the record, p. 108,) without rejecting his testimony as valueless. I call attention to certain points in connection with this deposition, and shall endeavor to do so as briefly as possible. In the first place, while the witness nowhere states that he made a proposition to furnish cattle to all the agencies along the Missouri River at four and a half cents a pound, and while no inference to that extent can be derived from his testimony fairly, yet it may be that such inference will be drawn from his testimony. He says, on p. 99:

"I offered him Texas cattle at 4½ cents a pound, and American cattle at 6 or 6½ cents a pound, gross; I cannot say which."

Further, he says:

"I told him I had cattle at the Winnebago agency, and that if he did not consider them worth 4½ cents a pound, I would take less for them; that I wanted to sell them."

In reply to a question whether he had the cattle on hand, he says:

"No; I could not fill a large contract with the cattle I had on hand, but I could fill any contract; I could get the cattle."

On page 100, in reply to the question: "Did he refuse to accept your proposition?" he answers: "He did."

Mr. Finn had a contract previously, or at the time, which was then about expiring, to furnish supplies to a limited extent under a contract with Superintendent Janney, at the Winnebago agency, and it is more than probable that a continuation of this contract was desired by Mr. Finn, although upon this point he is as indefinite as he is with regard to making any distinct proposition.

When Mr. Baldwin was called and was asked as to what passed in that conversation between Mr. Finn and Commissioner Parker, (p. 106,) he makes no mention of any proposition on the part of Finn, with regard to furnishing supplies, further than to continue to furnish them after the 1st of July, as he was then furnishing at the Winnebago agency. It will be remembered this agency was not included among those supplied by Mr. Bosler. After stating what transpired in this conversation, he was asked by the chairman this question:

"Was anything said by Finn with reference to a desire on his part to have another contract?—A. I do not recollect anything."

On cross-examination of Mr. Finn, (p. 101,) he is asked:

"Q. Did you communicate the proposition you made to General Parker in writing?—A. I did."

"Q. And sent it to the Department?—A. Yes."

"Q. Was that the time you had this talk with him?—A. Yes."

"Q. That letter contained your proposition?—A. Yes."

If we turn to that letter, (p. 108,) we find that the proposition which he made was for the supplying of cattle at the Whetstone agency. The letter is as follows:

"WASHINGTON CITY, D. C., June 9, 1870.

"SIR: I have the honor to state that I have a large number of American and Indian cattle, left over from my late contract at the Winnebago Indian agency, which I propose to sell to the Indian Department for the use of the Sioux Indians at the Whetstone agency, at the following prices, viz: American cattle from 4 to 7 years old, at 6½ cents per pound, gross weight; Texas or Indian cattle at 4½ cents per pound, gross weight; said cattle to be delivered at Whetstone agency or reservation, as may be required, until next contract is awarded.

"I am, sir, very respectfully, your obedient servant,

"JOHN FINN.

"Hon. E. S. PARKER,
"Commissioner of Indian Affairs."

Now this letter is dated June 9th, and Mr. Finn says (p. 101) that it contained the proposition which he made to Commissioner Parker, and to which he alluded in his testimony, yet he swears that his conversation with, and his offer to supply beef to, the Commissioner, was on the day Bosler's contract was let, namely, June 17. He was mistaken then, in point of time, for he does not claim to have made any other proposition after June 9th, for he says that the proposition which he made to the Commissioner

was embraced in that letter; and if this is true, he could not have made any proposition subsequently. Indeed, he says (p. 101) that the other proposals which he made were previous to the letter, but what they were does not appear. In this letter he represents that he has a large number of American and Indian cattle left over from his contract at the Winnebago agency. In his testimony, (p. 101,) he says he had three or four hundred head, altogether, consisting of cows and steers, and common run of cattle. His letter represents that he had a large number of American cattle, as I have stated, yet in his testimony (p. 100) he says there were no American cattle in that country. Upon being asked whether anything was said about the condition of the Indians or the necessity of furnishing beef to them, he replies, (p. 100:)

"Yes; I told him I had heard from the agent at Whetstone and from other reservations, that the Indians were in great need of stock, and asked him if he was not going to buy them. He told me he would not do it. I asked what he was going to do in regard to supplying these Indians. He said the Indians would protect themselves the same as they did previously; that they could take to the plains and subsist the best they could."

This is the only testimony given by the witness in regard to the interview with Commissioner Parker which is in any way corroborated by Mr. Baldwin. Mr. Baldwin says that the Commissioner told them "that the Indians would have to hunt, or to do as they had been doing before they were getting any supplies from the Government." And also the Commissioner remarked "that he could not make any arrangement for supplies until there was an appropriation by Congress."

I would not say that both these witnesses have purposely misstated this conversation, but as to the Commissioner's seriously expressing to them the opinion that the Indians would have to return to the plains and subsist as best they could, when the Commissioner's mind is shown by the whole record to have been bent solely to the purpose of avoiding any such result, would make the statement seem very improbable.

Now, in point of time, the letter in evidence of John Finn shows that the conversation did not take place subsequent to June 9, and possibly the Commissioner may have, at that time, told these gentlemen that there was no appropriation, and that he could not make arrangements for supplies. But this seems improbable, for the question must have been in his mind at that time, as to how provision was to be made to supply these Indians, although his final purpose was not reached until June 17. The Commissioner had no recollection of any conversation with these gentlemen upon this subject, and hence no explanation appears in the record as to what was in his mind at the time in relation to the matter. We are left only to determine upon the probabilities of the case; first, as to whether the conversation is likely to have occurred; and second, if it did occur, what effect it would have upon the case. The Commissioner has told you that he talked with persons at various times about that date, as to the prices of beef and supplies, and in those conversations it is not improbable that he did not disclose to the persons with whom he conversed what his purpose was, and how he proposed to meet the exigency which he felt was then upon him. He was bound to judge of the character of the men with whom he had in view the making of any contract, and his judgment with regard to individuals was only an incident in connection with the subject, the whole of which rested with him entirely. The great thing to be accomplished at that time was the immediate supply of all the agencies, and the proposition simply to supply one of the lower agencies did not meet the case, and the Commissioner could well decide in his own mind that it would be better to contract with some person whose responsibility was well vouched for to him, who would undertake to supply all the agencies at once.

In connection with the testimony of Mr. Finn, in which he says the letter contained his proposition, (p. 101,) in reply to the question, "Have you the answer to it?" he says, "No, sir, the letter was sent back to me."

He evidently intended to create the impression that the Department sought to rid itself of the evidence that such a proposition was on file about that time. But in this he overreached himself, as he did in others of his statements. For we find, (p. 108,) by the testimony of Mr. McGraw, clerk in the Indian Office, that the original letter was written by this clerk, at the dictation of Mr. Finn, and was signed by him in his presence; and it is the original letter which was introduced in evidence, and brought to the committee from the files of the Indian Department.

There is nothing, Mr. Chairman, in connection with the developments made by this testimony which can cast any suspicion upon the good faith of the Commissioner in making this contract with Mr. Bosler. I have no doubt he weighed fully whatever propositions came from Mr. Finn, and whatever his reasons were, (and I can conceive many good ones for not splitting up the matter of supplying these various agencies among persons in whom he might not have the utmost confidence,) we are bound to conclude that he acted in the best interests of the service, as he then regarded the matter.

Mr. Baldwin also testifies that he went, in company with Mr. Finn, to see if the Commissioner did not want flour for the Indians; but he made no direct proposition with

regard to furnishing flour, either as to price or quality. He says the Commissioner told him he was not prepared to make any contract at that time for flour, but that when the appropriation bill passed he would advertise, and would send the witness a copy of the advertisement. The testimony of Mr. Baldwin shows what he had in his mind, although he did not communicate it to the Commissioner, was, the furnishing of the flour delivered at Council Bluffs. But the Commissioner's idea was to have whatever supplies he concluded ultimately to purchase, delivered at the agencies. And it was much better and safer to rely upon the person who took the contract for all the supplies, to agree also to deliver them. It is probable the Commissioner had not, at that time, made up his mind fully as to how he was to meet the emergency, and I have no doubt he had daily conversations with various persons with regard to the matter, to none of whom did he disclose his plans. Mr. Baldwin was the owner of one mill, and the requirements of the Bureau for supplies of flour, as the testimony shows, stripped all the mills in that region in order to meet the demand. To have purchased directly from the millers, the Commissioner would have been obliged to open negotiations with many different persons, and this he had neither the time nor the opportunity to do.

But, I suppose, Mr. Chairman, that the real object of this testimony was to establish another link in the supposed chain, which would tend to involve the Commissioner in a corrupt bargain. If there were a large number of other suspicious circumstances unexplained, this might be considered in connection with them, and have some weight. But where there is nothing elsewhere in the record, as I think has been shown, to fix any bad motive upon the Commissioner, it cannot be that upon this testimony alone so grave a charge can rest.

The matter of purchases of flour I have examined fully in another part of the argument, and although the Commissioner may have told Mr. Baldwin originally that he intended to advertise in the purchase of flour, it has been fully shown that in determining subsequently to purchase quietly, he acted not only wisely, but saved a large amount of money to the Government. His determination in the purchase of beef has also been fully explained, and I think I may leave the matter safely where it now stands.

I have thus attempted, Mr. Chairman, to group in this connection the various circumstances connected with the contracts in question, which would seem to need explanation.

I have tried to present the facts, as they would occur to any reasonable mind, and have endeavored in this part of the argument to overlook nothing, however grave or however trivial. And I think it will be found that nothing is omitted in this connection which is not elsewhere in the argument.

PURCHASES FOR OSAGE INDIANS.

I believe that no dereliction of duty has been charged upon Commissioner Parker by Mr. Welsh with regard to his purchase of certain presents to be sent to the Osage Indians; yet much time has been spent in investigating that matter. I suppose the discovery of whatever there may be in this transaction is due to the zeal of Mr. Vincent Colyer, who has been a very active coadjutor of Mr. Welsh, in urging forward this prosecution, and has given the aid and benefit of his valuable suggestions and counsel throughout the entire investigation. It is due to Mr. Colyer that this matter in his special charge should not be entirely overlooked. What, then, does it amount to? I quote from Commissioner Parker's testimony:

"Q. Explain about the purchase of the Osage presents in New York City, after the commissioners had left there, at the time they made their purchases of the annuity goods—how you came to do it, and what the purchases were?—A. On the 15th of July last, Congress passed an act for the removal of the Osages from their lands in Kansas to the Indian Territory, and required the assent of the Indians to the provisions of the bill. It was on consultation with Secretary Cox that we thought proper, when the Indians were convened for the purpose of acting upon the matter, that we should furnish them subsistence while attending the council, and give them a small amount of presents in the shape of goods, and, after the council had closed, have these goods distributed. Presents given to Indians who have been convened in council, are generally intended for the chiefs and headmen, and are intended to be of little better quality than those ordinarily supplied, and I gave an order in New York, amounting, I think it probable, to about ten thousand dollars, for a variety of dry-goods, to be distributed among these Indians after the council should have closed their business, for the chiefs and headmen to take home to their families. They consisted of blankets, calicoes, sheetings, and really I do not remember every article I purchased. I have not examined the invoices. I know there were some blankets which, as I understand since, were not acceptable to the members of the Indian commission. I have heard that indirectly from the evidence of Mr. Colyer on the subject. I gave an order to Buckley, Welling & Co., a house in New York dealing largely in Indian goods, for the goods which I proposed to send out to the Osages. I think I gave the order to them for nearly everything.

"Q. It was stated by Mr. Colyer in his testimony, that the same blankets which had been offered to that commission while there at \$6 80, were invoiced at \$8. They were scarlet blankets. What have you to say to that?—A. I have not looked at the bills to see whether the statement is true or not. I presume it is. I did not get the blankets of Amidon, Lane & Co., where they saw them, but of Buckley, Welling & Co., though the latter house may have obtained them from Amidon, Lane & Co., for anything I may know.

"Q. When they made their offer at \$6 80, how many were to be supplied?—A. My impression is they were to supply something like five thousand pairs of scarlet, some four thousand indigo, and a like number of white.

"Q. How many in fact were purchased for those presents to the Osages?—A. I think pair of scarlet.

"Q. Would there be any difference in the price of 200 pair and several thousand pair, at the same purchase; and if so, to what extent?—A. I have noticed that bidders, as a general rule, have made a difference where they supply a large quantity. Where the supply was small they would be of very nearly what are termed the market-ruling rates—about manufacturers' prices. Where a large number of blankets were ordered, they could generally be obtained at a less price of the merchants than the manufacturers.

"Q. Did you buy at the lowest ruling rates at that time?—A. I did.

"Q. Did the Secretary know about these purchases that were to be made?—A. Yes, sir; he had ordered it.

"Q. Had you any motives in making these purchases of any particular persons—any favorites to whom you wished to extend benefits?—A. Nothing of the kind entered my mind.

"Q. Did or not the commission know that these purchases were to be made?—A. I am not positive. My impression is that I mentioned the fact that presents would be sent to the Osages; but they may have got the impression that the Osage goods were included in the aggregate put down in the advertisement.

"Q. The presents were a separate matter?—A. They were a separate matter. The advertisement quantities were made up from the amounts to which each tribe was entitled as their annual presents."

The order of the Secretary with regard to these purchases is as follows:

"DEPARTMENT OF THE INTERIOR,

"Office of Indian Affairs, July 22, 1870.

"COMMISSIONER: I am directed by the honorable Secretary of the Interior, to inform you that it is desired to have some presents purchased for the Osages, to be issued to them at the council to be held on or about the 20th proximo, in the country to which they are to be removed; the kind and quantity of the articles to be determined by you.

"Very respectfully, your obedient servant,

"WM. F. CADY,

"Acting Commissioner.

"Hon. E. S. PARKER,

"Commissioner Indian Affairs..

("Care of Messrs. Buckley, Welling & Co., 370 and 382 Broadway, New York City.")

"It would seem that under such ample authority as this, the Commissioner might safely rest his defense. Yet so much importance has been attached to it, that, perhaps no branch of this investigation fills a greater space in the record. It illustrates to what an extent into minor details of administration, on the part of the commissioner, this inquiry has extended. Let us then examine the length and breadth of this charge. It appears that when these goods were received at the agency, one bale containing 50 blankets was found to be of a different shade of scarlet from the others, and were thought to be inferior in quality. The conclusion was immediately reached that some stupendous fraud was involved in this matter, which ought to be probed to its bottom.

Mr. Gibson, the Indian agent at the Osage agency, immediately wrote Mr. Dodge, at New York, informing him of this discovery. A sample blanket was sent back to Mr. Colyer, the secretary of the commission. Mr. Dodge, of New York, called upon the persons who had furnished the bale of blankets, Messrs. Buckley, Welling & Co., who in turn called upon Messrs. Amidon, Lane & Co., from whom they had purchased them, and all parties waited upon Mr. Dodge, and explained how this bale of imperfectly-dyed blankets had found its way among the goods shipped. It was explained, the witnesses show, to the satisfaction of Mr. Dodge, that the blankets were really as good for wearing purposes as though they had been dyed a different shade. Offers were made by the parties selling the blankets to pay the expenses of returning the bale to New York, and of reshipping another bale to the Indians; but nothing seems to have been done in the matter. No information was communicated to the Commissioner of Indian Affairs with relation to it; and, as he says in his testimony, the first intimation he had of the matter came to him through the testimony of Mr. Vincent

Colyer. Why this complaint should have been concealed from the Commissioner, and reserved for this investigation, is difficult to say; the remedy was a simple one, and could have at once been provided. I do not find that any complaint is made with regard to the purchases generally embraced in these Osage presents. The whole matter of complaint turns upon this bale of forty blankets. Experts have been called from New York City and from Philadelphia. Grave opinions have been expressed with regard to the qualities of certain classes of blankets, manufactured by certain rival houses; and allowing the greatest latitude to the opinions of witnesses, the result of the whole matter, so far as I am able to see it, when reduced to mathematical proportions, is this: that if the Commissioner had known, when he was purchasing these goods, that a bale of dark-red instead of light-red blankets was being sent to the Indians, he could have bought them for 50 cents each less. The mistake he made then, if it was a mistake, amounted to \$25, currency, and I do not doubt that, if the matter can ever be brought to his attention officially, or he can ever have an opportunity of calling upon the parties for proper redress, that this \$25 will be cheerfully returned to the Treasury of the United States.

But, Mr. Chairman, I would not intentionally suppress anything in connection with this matter. I find among the exhibits a letter of Agent Gibson, which Mr. Colyer may think ought to be considered. How it got into the record I know not, for I suppose the best evidence of its contents or its assertions would be the utterances of the writer from the witness stand. However, the letter is in and it must be met. It is as follows:

"OSAGE AGENCY, KANSAS, MONTGOMERY POST-OFFICE,

"Tenth Month, 13, 1870.

"ESTEEMED FRIEND: This day I forward by express to thy address, as per request of Vincent Colyer, secretary of commission, one scarlet blanket, 3-point, and one Mexican blanket; the first as a sample of fifty pair out of two hundred at \$8 per pair, sent as presents to the Osage Indians, from the house of Buckley, Welling & Co., New York City, of date August 23, 1870. The remaining one hundred and fifty pair were a grade better. The Mexican blankets are billed at \$6 50 apiece. *They are not worth half that money to Indians, as a baby can slip through them without breaking a warp or filling.*

"Very respectfully,

"ISAAC T. GIBSON,

"United States Indian Agent.

"W. E. DODGE,

"Indian Peace Commissioner." (P. 162.)

If Friend Gibson were before the committee, it might be interesting to know how "a baby could slip through the Mexican blanket without breaking a warp or filling." I have heard of driving a coach and four through acts of Parliament, but this I always understood to be a figure of speech in which lawyers too often indulge. But now that I find Friend Gibson screening babies through blankets, I am prepared to believe the coach-and-four story.

I wonder if it ever occurred to Friend Gibson that the right thing for him to have done was to report the matter to the head of the Indian Bureau, his immediate superior, and the person to whom all reports of the kind should be made? Or had it been arranged to reserve this delicious morsel for the *coup d'etat* arranged by Mr. Colyer?

It would be unfair to Mr. Colyer not to give his testimony.

I read from page 9:

By Mr. SARGENT:

"Q. Did you see any blankets or other goods in the Osage country of inferior quality—of such quality as would be rejected upon inspection?—A. Yes, sir. We did not see them in the Osage country. They did not arrive there in time, as they ought to have done. We were there three weeks or more negotiating with the Osage tribes, and in the mean time we were waiting for those goods which were to be sent on as presents to the Osages. When the invoices arrived giving the prices of the goods, our attention was called to them by seeing that the price of blankets was considerably higher than the blankets had been offered to us for in New York a few weeks before. We found upon the invoices that there were red blankets there of a certain pattern, style, weight, and number of inches, which were charged at \$8 a pair, and which the same house had offered to sell to us in New York at \$6 80. Seeing that, we asked Agent Gibson, when those presents arrived after our departure, to see to it that samples were sent on to us at Washington, so that we might see unmistakably that they were the same articles. The samples arrived here a week or two ago, and we found that the blankets which were charged at \$5 a pair were the same that had been offered to us in New York at \$6 80. We found, also, that the blankets were to be furnished to the Indian department up to the 20th of August. That was the day when we were instructed to report on the Osage grounds to meet the chiefs, and it was understood that those goods were to be there at that time."

Mr. Colyer's testimony is valuable, but it would be more so if it appeared that he saw the blankets when delivered, or was a judge of blankets if he saw them, or had remembered that the offer of blankets at \$6 80, embraced some 14,000 scarlet, indigo, and white, and that some of these were of less value in market than scarlet, and that men will be found who could take a contract to deliver 14,000 blankets at a less price each than 200 blankets, or had some knowledge of prices of Mexican blankets, before pronouncing hasty judgment.

Now I beg to read from the testimony of a very respectable gentleman, Mr. Buckley, (of the firm of Buckley, Welling & Co., N. Y.,) through whose firm the awful fraud was compassed which has so aroused Mr. Colyer:

"Q. Look over that bill of goods, and see if you can recollect from the items enough to speak with any certainty as to that being the bill or a copy of it.—A. There are two items here which I can recollect; two bales of Mexican blankets, and four bales of three-point scarlet blankets. My attention was called to them by Mr. Dodge.

"Q. Were those the only items about which you were spoken to?—A. Yes.

"Q. They are the only items about which any question has arisen?—A. So far as my knowledge goes.

"Q. Explain the quality of the four bales of scarlet blankets, and where you purchased them?—A. The four bales of scarlet blankets were purchased by sample from Amidon, Lane & Co., manufacturers and merchants of New York.

"Q. What is the price of those blankets, as stated in that bill?—A. Eight dollars per pair.

"Q. State whether that was the ruling price at that time?—A. Eight dollars per pair is lower than we sold the blankets for as a general thing. We sold those blankets to the Indian Commissioner for \$8 per pair. The cost is \$8, less 5 per cent. and 5 per cent.

"Q. Is that equivalent to 10 per cent. discount?—A. It is a little less than 10 per cent. It is 5 per cent. off first, and then 5 per cent. off the balance. That was as cheap as we could buy them in the market." (P. 41.)

I now desire to read from Mr. Buckley's testimony as to Friend Gibson's baby sieve, otherwise called Mexican blanket, (p. 42,) which was sold to Commissioner Parker at \$6 50 per pair:

"Q. Explain as to the other blanket.—A. The Mexican blanket was complained of as being a loose, slimy blanket. They were the same blankets that we sold for some little while. They are manufactured by Mr. Dobson, of Philadelphia. They are a blanket that we never had complained of; and in fact we are not able to procure as many bales of them as we had orders for from other parties. We sold them at less than the usual rates. We sold them at \$6 50. We paid Mr. Dobson for them \$6 25, less, I think, 5 per cent. and 5 per cent. I am not certain in regard to the discount; but I think there were 5 per cent. trade discount, and 5 per cent. for cash."

The witness then explains that the bill of goods furnished by him was at the lowest rates in market at the time; that they were bought by sample, and he supposed all were equal to the sample; that he explained to Mr. Dodge how the mistake occurred; that several thousand blankets can be bought at less each than 200, &c.

Mr. Amidon, of the firm of Amidon, Lane, and Company, merchants, of New York, from whom Mr. Buckley bought, is then called. Mr. Amidon explains how the "bad for color" bale got into the invoice; that he explained to Mr. Dodge to his satisfaction, and says: "I offered to send for that bale at our own expense, and deliver another bale at our own expense, or to do anything that he cared to have done about it;" further, he says: "I think I fully satisfied him that the blanket was a good one, with the exception of the defect in dyeing," (p. 44.)

I quote from his testimony as to price, (p. 45:)

"Q. Were the blankets, with the exception of color, as good for all purposes as the others sent at the same time?—A. Yes, undoubtedly.

"Q. This mere defect in color would not deteriorate the value of the blanket for its use.—A. Not in my opinion. These blankets were very much more serviceable than such blankets ordinarily are.

"Q. Examine the item of four bales of scarlet blankets charged in this bill, and state whether the amount charged for them there is the proper price?—A. I see they are charged here at \$8 a pair.

"Q. State what relation that bears to the ruling rates in the market at that time.—A. Scarlet blankets then and now were worth a dollar a pound. I am selling them now at a dollar a pound. I sold those blankets to Buckley, Welling & Co., at a dollar a pound, with an extra discount. I am in the habit of selling them goods, as they are large purchasers, at less than I sell to anybody else."

This seemed not to be quite satisfactory to the committee, and Mr. Amidon is asked a further question, which I give, with its answer, (p. 45:)

"Q. Do you say that the blankets bought from John Dobson at \$8 a pair were not

superior to the blankets you have described?—A. I think the scarlet blankets were bought from John Dobson at \$7 a pair. I bid at \$6 80."

Again the witness says, (p. 45:)
 "Q. I understand that, in your bid for the 14,000 blankets, there were comparatively few scarlet blankets.—A. I think 2,700 scarlet blankets.

"Q. Would you have bid for 14,000 scarlet blankets at \$6 80?—A. No, sir; I meant to convey that impression to you, that I would not have bid for scarlet blankets so low.

"Q. Were you furnishing any scarlet blankets to the trade at that time, August 23?—A. Yes, to the merchants who deal in that article.

"Q. What were the rates then?—A. \$8 for that quality of blanket.

"Q. And the Government paid no more than other persons paid at that time?—A. No, sir; no more than I was getting for them from everybody at that time."

Mr. Amidon believes in the Amidon blanket, and hence, when speaking of the merits of his blankets, he is quite direct in his answers. When asked as to the comparative merits of his and Dobson's blankets, he says his are worth as much as the Dobson blanket. In this Mr. Buckley corroborates him, and says among buyers there is a difference of opinion.

Of course, Mr. Chairman, this matter could not rest here. Mr. Dobson was called, and he answers as flatly as Mr. Amidon, but to a different purport. Mr. Dobson believes in the Dobson blanket.

To those who are dealing in blankets, I invite the perusal of this testimony. Possibly they might be able to learn which is the better blanket, but I doubt it, (pp. 68, 69.)

Then comes an expert in the Dobson blanket, Mr. Stewart Wilson, but he never has been able to understand why merchants buy the Amidon blankets at all. He thinks there is nearly a dollar a pair difference between the Dobson blanket, which sells at \$8, and the badly-colored blankets of Amidon, (pp. 69, 70.)

Now, Mr. Chairman, I ask again, what does all this amount to? I believe if the Commissioner could make these purchases over again, he might avoid buying a "bad for color" bale, or if he bought it, might save as I have computed it, making fair allowances for exaggeration of witnesses, say \$25. He might, too, spare 49 poor Indians the mortification of wearing a blanket of a darker tint than their more fortunate fellows are sporting in. Beyond this I cannot see, except that by calling upon Mr. Colyer to return the one scarlet and one Mexican blanket he is holding on to, he might return them to Messrs. Amidon, Lane & Co., and get credit on account of \$14 50, their cost, which would almost cover losses.

But, Mr. Chairman, *de minimis non curantur*. You will hardly take notice of trifles, and this certainly is of that class.

THE BOARD OF COMMISSIONERS NOT CONSULTED.

The Commissioner is charged with violating the third section of the act approved July 15, 1870, in that he did not consult with the board of commissioners as to his purchases of the provisions for the Indians on the Missouri River, and did not call upon them to inspect the provisions delivered. The same charge, as we have already stated, is made with reference to the transportation contract, and the purchase of the Osage presents, and the inspection of bacon at Chicago. I suppose, Mr. Chairman, if we admit that it was the duty of the Commissioner, under the law, to have done what he omitted to do, it ought not to go very hard with him, unless it should be made to appear to your minds clearly that some great wrong or injury to the Government has resulted from this omission of duty. I suppose it is no unusual thing for officers of the Government to depart from the letter of the law almost daily in the administration of the affairs of the Government, and it is only when such a departure results in injury, that the officer is, or deserves to be, criticised. Now, there is nowhere in this record, from first to last, the slightest evidence showing that the result would have been otherwise had the commissioners been consulted. There is nowhere proof that the provisions were inferior in quality or short in quantity. Indeed, it seems to be admitted that both quality and quantity were unexceptionable, except it may be as to one lot of cattle delivered at the Cheyenne agency, where the weights were arrived at by average, the scales being then out of order. But this is fully explained in the testimony of Roberts, (pp. 38, 39, 40,) and by the documentary evidence in the Appendix, pp. 146, 147.

It does not seem to me, Mr. Chairman, that you should conjecture as to results had the board been consulted, in order to arrive at the guilt or innocence of Commissioner Parker in this matter. And certainly, in the absence of proof that the result would have been otherwise had he consulted the board, I cannot see any just ground for censure. But I do not admit that he violated this third section of the appropriation act of July last, and to this I now invite your attention.

ORGANIZATION OF THE BOARD.

This board was appointed by the President under the provisions of the fourth sec-

tion of the act of April 10, 1869, and by the third section of the act of 1870, which Commissioner Parker is charged with violating, is continued under the provisions of this third section, with the powers as conferred upon it by the act of 1869. We must go, then, first to that act to determine what those powers were. Those two acts are strictly *in pari materia*, and it is not possible to determine the powers of the board without construing the two sections together. The act of 1869 placed the board under the direction of the President to "exercise joint control with the Secretary of the Interior over the disbursements of the appropriations made by this act, or any part thereof that the President may designate." Following that act, an Executive order issued June 3, 1869, which will be found on page 80 of the record, the fourth paragraph of that order provides as follows:

"They are authorized to be present, in person or by sub-committee, at purchases of goods for Indian purposes, and inspect said purchases, advising with the Commissioner of Indian Affairs in regard thereto."

Paragraph 5 provides as follows:

"Whenever they shall deem it necessary or advisable that instructions of superintendents or agents be changed or modified, they will communicate such advice, through the office of the Commissioner of Indian Affairs, to the Secretary of the Interior; and in like manner their advice as to changes in modes of purchasing goods, or conducting the affairs of the Indian Bureau proper."

Paragraph 7 provides as follows:

"The usual modes of accounting with the Treasury cannot be changed, and all expenditures, therefore, must be subject to the approvals now required by law and by the regulations of the Treasury Department, and all vouchers must conform to the same laws and requirements, and pass through the ordinary channels."

It will be perceived that, by this fourth paragraph, they are "authorized to be present," &c. But the duty is not imposed upon them, nor is the duty imposed upon the Commissioner to consult them. Paragraph 5 authorizes them to give "their advice as to changes in modes of purchasing goods, or conducting the affairs of the Indian Bureau." But it does not make it the duty of the Commissioner to consult them with regard to the affairs of that Bureau. Paragraph 7 disconnects them from any responsibility with relation to the payment of vouchers or expenditures under the law, and requires that the vouchers shall conform to the law, and pass through the ordinary channels. With regard to the powers of this board, Mr. Brunot, its president, testifies, (p. 12:)

"We did not expect to manage the expenditure of the funds of the Department."

Again, (p. 13:)

"The acceptance of the powers given to the commission in the original instance was a qualified acceptance, and the words in which we accepted the powers were communicated to the President. We acted with this idea, that so far as it was practicable for us, with our other duties and engagements, we would accept of the trust he had reposed in us. In the same way, under the last act of Congress, we accepted it with a similar qualification.

"We understood our duties were to bear such a relation to the Indian Department originally as would not impose upon us the control of the executive business, which belonged to the Commissioner of Indian Affairs, but that our duties were supervisory.

"It was not for me or for our board to stand over the Commissioner of Indian Affairs, watching his movements, and demanding of him to come to us for the purpose of consulting us. That is the explanation which I wish to give of the action of our board."

Again:

"Q. State whether you regarded yourselves as the managers of the Indian Bureau in any sense.—A. No, sir.

"Q. Or of its affairs or its administration?—A. No, sir.

"Q. Did you regard yourselves as charged with the administration of any of the laws connected with that Bureau, except as defined by those two acts?—A. No, sir.

"Q. Did you regard yourselves as having supervisory control over the Commissioner, such as to compel him to do what he did not want to do?—A. I cannot say that I at any time regarded our board as superior in authority to the Commissioner of Indian Affairs. I do not think it can have been intended that we should take the Commissioner's business and do it ourselves.

"Q. Have you ever had any occasion to complain to the Commissioner, or to suggest to him that he was doing wrong with reference to the letting of any contract?—A. No, sir."

I quote again from page 9, testimony of Mr. Colyer, secretary of the board:

"Q. With regard to your instructions, which you have interpreted, did not your board also claim that it should have the right to disburse all the funds, and was not that the question that was early raised with reference to the duties of the board?—A. No, sir; our board did not claim that.

"Q. What was the claim by your board about which some controversy arose?—A. That was before I was a member of the board.

"Q. That matter was before the Secretary?—A. I think it was raised by Mr. Welsh, then our chairman; but my impression is that it was not raised by the board."

Also, on page 11:

"Q. Does your board take the ground that the Commissioner has the sole power of purchasing?—A. Certainly; that is the law.

"Q. When he makes the purchase he performs his duty?—A. Yes.

"Q. And when you supervise you perform yours?—A. Yes.

"Q. It is his duty to act first in the matter and last in the matter?—A. Yes. In our interpretation we simply supervise, and all that we can do under that law, as I understand it, is to protest, and the Commissioner can finally act, even against our protest.

"Q. The final decision is left with him?—A. Yes.

"Q. And the responsibility of the purchase is with him?—A. Yes."

Now, this is about all that can be said with regard to any definition of the powers of the board under the original act. All the authority is contained in the law and the executive order. The phrase "joint control over disbursements" was early defined by the President and Secretary of the Interior, and acquiesced in by the board, as not in fact placing the board in charge of the disbursement of funds, or fixing upon them any responsibility for that disbursement. And all the authority to inspect goods or supervise their purchase is to be derived from the paragraphs which I have quoted, and none of these impose upon the Commissioner the duty of calling upon the board. Provision is simply made authorizing the board to inspect purchases, and advise with the Commissioner when they choose to do so. I think, therefore, that under the construction given to the law conferring joint control upon the Secretary of the Interior and the board, the Commissioner of Indian Affairs complied with the law fully in managing the affairs of his Bureau upon consultation with the Secretary, and this consultation was full, frank, and open.

We come now to notice section 3 of the act of July 15, 1870. That act, as I have already stated, continues the commission as created by the act of April 10, 1869. In addition to the duties imposed upon the commission by that act of 1869, the following appears:

"And it shall be the duty of said commissioners to supervise all expenditures of money appropriated for the benefit of Indians in the United States, and to inspect all goods purchased for said Indians, in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commission in making purchases of such goods."

Precisely what is meant by the phrase "supervise all expenditures of money" is not easily to be determined. I think that no more meaning can be attributed to it than the phrase in the former law, "exercise joint control with the Secretary of the Interior over the disbursements of the appropriations," &c. The power under the former act, indeed, was greater than the latter, for the power of "exercising joint control" is certainly greater than that of "supervising expenditures." And yet we have seen that the interpretation given to the former statute took away from the board any control over the disbursements, and the board has never, I believe, pretended that they had any such authority as that of a control over the disbursements or expenditures of money. Certainly, no one reading the clause in the former act and the executive order and instructions under it, would, after the passage of the second act, regard the powers of the board as enlarged by the provision which I have just quoted. To supervise is to oversee. To control is to exercise a restraining influence over, to govern, to overpower.

I come next to notice another clause, to which more importance is attached. Referring to the duties of the board, the law says:

"And to inspect all goods purchased for said Indians, in connection with the Commissioner of Indian Affairs, whose duty it shall be to consult said commission in making purchases for such goods."

Now, Mr. Chairman, I invite your attention to the language of that clause. And, first, it will be observed that there is a joint duty conferred, in the first branch of the phrase, upon the Commissioner and the board, to inspect all goods purchased for the Indians. That inspection, in the very nature of the case, cannot be personally done by either the board or the Commissioner. The Commissioner regarded himself as discharging his duty when the inspections were made by his various agents. And this was done.

But it will be noticed that the first branch of this clause relates to inspection, while the second and last one relates to purchases of these goods; the provision being, "whose duty it shall be [that is to say, the Commissioner's] to consult said commission in making purchases of such goods." I think the law imposes upon the board as great an obligation as upon the Commissioner; that is, any failure on their part, resulting in injury to the Government, should be answered for to the same extent the Commissioner of Indian Affairs is called upon to answer. And I do not think that, in the ab-

sence of any injury arising from non-consultation by either party, or a failure on the part of either to inspect goods, any grave responsibility is incurred—that anything blamable is to be attached to them.

But the principal question here to be noticed is, as to the proper interpretation of the word "goods." The opinion has been expressed during the course of this trial, and for the first time has been brought to the attention of the Commissioner of Indian Affairs, that the word "goods" embraces provisions, that is, beef, bacon, &c., and I suppose, if the charges against the Commissioner are to be sustained in this regard, it must be held also to apply to transportation. The Commissioner's interpretation of that word is given in his testimony, which I will quote:

"Q. Did the matter come up in your mind as to whether the term 'goods,' used in the appropriation act approved July 15, 1870, embraced the matter of supplies generally, and, if so, what interpretation did you give to the statute?—A. I have never had but one impression, until recently, on this subject, which was that the term 'goods' generally used in the appropriation act did not embrace what we call subsistence or provisions.

"Q. Do not the laws distinguish between the two, and in this same appropriation act do not these two items appear separately?—A. They appear separately as a general thing, and I suppose there is where I got my impression.

"Q. Did you feel that it was your official duty to consult the board of commissioners in regard to this matter of provisions or subsistence, and did the question come up in your mind as to whether it was your duty to consult them?—A. I did not regard it as my duty to consult them.

"Q. Was that the reason you did not consult them?—A. That was the only reason. There were members of the board here during the month of June, and probably some portions of the month of May. We had conversations in the office in reference to the condition of Indian affairs, and the necessity of furnishing supplies to these particular Sioux. Red Cloud with his delegation, Spotted Tail with his, and another chief of another tribe up the Missouri, whose name I do not remember, were also here. Members of the commission were here, and, in my judgment and belief, the necessity was fully recognized by them of keeping these Indians supplied," (p. 28.)

And on page 29 he says:

"Q. What was the reason in your mind for not calling on the board of commissioners to inspect these provisions, as you did call upon them in regard to the goods?—A. I had no doubt in my mind, after the passage of the act of July 15, that they were directed by the law of Congress to inspect goods purchased, and I called upon them with that view; but I did not understand that the same requirements extended in reference to supplies. It would be often very inconvenient to bring them up to inspect every purchase and supervise every expenditure made under the extension."

Again, on page 32.

"By Mr. SARGENT:

"Q. Do I understand you to say you think the words 'Indian goods' do not include flour, bacon, tobacco, coffee, and sugar?—A. My impression is that, in a reading of the law, goods are made a separate item.

"Q. Where the law of 1869 provided that they should exercise joint control over the disbursements of appropriations made by that act, did not that, in your judgment, include expenditures for cattle, flour, tobacco, and coffee?—A. Very likely it did; but the execution of that law absolutely, with such a construction, would be utterly impossible, for they would have to come to the Indian Office and supervise every disbursement made under the Indian bill."

I think, Mr. Chairman, that the interpretation put upon the law by the Commissioner was not a strained one. I think it is one that might naturally suggest itself to him. You will find, upon examination of this same appropriation act, that the term "goods" is used distinct from "provisions." The distinction doubtless grew out of appropriations for annuity goods, and it will be found to run through all the laws upon this subject; and even in the treaty stipulations we find the phrase "annuity in goods," "annuity in money." As I understand it, the matter of feeding or supplying the Indians is distinct from that of furnishing them the goods under treaty stipulations. Annuity goods are a fixed and regular purchase, and follow year after year. But provisions and supplies vary with the necessities, and are never used, in the common parlance of the Indian Bureau, or in the statutes, as embraced in the phrase "Indian goods." I think, Mr. Chairman, that if you will examine the executive order heretofore alluded to, you will find confirmation of this view. Paragraph 4, which I have quoted, authorized the board to be present in person at purchases of goods for Indian purposes. This was done in 1869, and Mr. Brunot speaks of their sub-committee making purchases in connection with the Indian commissioner at New York. But they were not, during that year, called upon to assist in purchases of provisions or supplies, nor did the board claim their right so to do.

Mr. Brunot says that the board came to the conclusion that the word "goods"

was intended to cover all the expenditures of the Indian Department for whatever purpose; but this construction, he says, was never communicated by the board to the Commissioner of Indian Affairs, (p. 13.) It would not be difficult to suggest many things tending to show the fallacy of Mr. Brunot's construction; for example, all expenditures of the Indian Department cover clerical hire, fuel, and other expenses incident to the office itself, laborers and various employes, agents, and officers throughout the Indian country, transportation, and many other things which cannot, by any torture, be brought within the meaning of the word "goods." There was put in evidence, and is to be found on page 10, a letter of Mr. Brunot to the Commissioner, of June 3, 1870, calling his attention to the fact that the board is intrusted with the duty of advising with the Commissioner of Indian Affairs in regard to the purchase of goods, and inquiring at what time the spring purchases would be made, and the services of the board required. This letter was answered by the Commissioner three days after the appropriation bill passed, and manifestly, from the language of the answer, the Commissioner must have supposed that Mr. Brunot referred only to the goods then about to be purchased in New York City. For what purpose this correspondence is put in is not quite clear; but if it is to help to elucidate the meaning of the act of July 15, some very extraordinary result must be expected from it, for Mr. Brunot would hardly have attempted an interpretation of the act over a month before its passage.

The only fair inference which I can derive from his letter is, that the board had regarded itself as charged with the duty of advising with the Commissioner in the purchase of what are generally known as annuity goods. These are usually purchased in the spring, and hence we find the inquiry as to what time the spring purchases would be made. He could have made no reference to provisions and supplies for Indians, for he knew nothing of the condition of the Indian Department in that particular. There is also put in evidence, in connection with Mr. Colyer's deposition, the correspondence between him and Mr. Sargent, of the Appropriation Committee, (p. 160.) Mr. Colyer asks Mr. Sargent's opinion as to the meaning of the clause of the statute now under consideration. He says it is more particularly with reference to the first clause as contained in the first three lines. The interpretation given by Mr. Sargent differs from the view I am now presenting, although his letter in reply to Mr. Colyer does not seem to have been written with the idea in his mind that any question would arise as to the meaning of the word "goods," and that question is therefore really not decided in his letter. But that correspondence was not known to the Commissioner, and is for the first time brought to his attention in this trial. Like the discovery made by Mr. Colyer with regard to the Osage presents, it was reserved for such use as might be made of it in this investigation. The fact is, General Parker interpreted the law naturally and honestly, and executed it accordingly. If he had entertained a suspicion that a different view was held by the board from his own, no one who knows the efforts made by him to maintain the best relations with that board would doubt that he would have brought it to their attention. I cannot help expressing the opinion that if the board itself had felt this matter to be one of consequence, and had regarded the Commissioner as excluding them from any proper participation in the affairs of his office, they would have brought it to his attention. The gentlemen composing the board are not churls, nor are they cowards. They assumed their duties, and have performed them, at great personal sacrifice. They are men of standing and character.

They could afford to speak frankly and openly with regard to all matters about which they had cause for complaint. They could not afford to conceal anything, and I do not believe they did conceal anything. Beyond the conduct of Mr. Colyer, and the great interest he has shown in prosecuting this case, there is not to be found a single instance which tends to show the slightest want of confidence on the part of the board in the present Commissioner of Indian Affairs. It is certainly a little remarkable that the secretary and mouthpiece of the board, who is by law charged with the responsibility of performing certain duties in connection with the Commissioner of Indian Affairs, and between whom and himself there should be not only confidence, but the closest relations, should attend this investigation night after night, aiding the prosecutor in the accomplishment of a purpose to remove the Commissioner of Indian Affairs. I do not believe that Mr. Colyer, in such a position, indelicate and improper as it must seem to any mind to be, can be acting under the authority of the board of commissioners.

But this is a divergence, Mr. Chairman, not important, and which I must beg pardon for having indulged in. The question here is, whether the Commissioner of Indian Affairs is to be censured for having discharged a duty devolved upon him by law, without consulting the board, which he did not at the time believe it was his duty under the law to do. You must in this, as well as in other points connected with this investigation, give some weight to motives; and where the motive was not a bad one, and no evil consequences followed from the conduct of the officer, it certainly cannot be the duty or province of this committee to condemn.

It is no unusual thing in private, as well as in official life, and in the management of private as well as public affairs, for one man to take upon himself the responsibility of performing duties which are made incumbent upon two or more. The law which originally created this board gave them joint control over all the disbursements of the Indian Department, and yet that control was practically taken away from them by the Executive order; and I do not suppose that out of the millions of dollars disbursed by the Interior Department under that act, the board of commissioners were called upon, or had an opportunity even, of participating in the disbursements of one-fiftieth part of it. That law did not require the Secretary, it is true, to consult the board, in terms; but how else could they have joint control without consultation; and if he failed to consult them or furnish them the opportunity of exercising that joint control, was he less to blame than Commissioner Parker in the subsequent law which made it his duty to consult the board? We have never heard any investigation contemplated into the conduct of the Secretary of the Interior, or of the Commissioner of Indian Affairs, under that law, nor have we ever heard of complaint being made against the President for practically annulling that clause which gave joint control over all disbursements. Why is it, then, Commissioner Parker is alone to be charged with the gross offense of violating the law of the land? Why is he to be made a victim for doing that than which nothing is more common in and out of official life?

OTHER SUGGESTIONS.

Mr. Chairman, if this were the first instance where an officer of the Government dared to take responsibilities in the administration of official duties, it might not be remarkable that public attention should be drawn to it; but, sir, as I run back over the last decade, and reflect upon the perils to our nation's life, which a strong hand has averted with public approval, where even the law had to be borne down and set aside, I cannot believe an honest officer, in the honest discharge of duty, well performed, will at this day be the first to suffer for his courage where he violated no law.

We do not need to go beyond the last two or three years, or beyond the Indian service, to find examples of fearless discharge of duty in cases not unlike this.

How long is it, Mr. Chairman, since General Sherman, in connection with the members of the peace commission created by Congress, incurred an expenditure without authority of law vastly greater than was involved in that portion of Commissioner Parker's purchases, which were made under an emergency?

How long is it since General Sherman, on a single telegram to the governor of Montana, authorized the raising of troops, to be paid by the National Government, involving an expenditure of a million of dollars, for the payment of which Congress has made provision?

Who has had the temerity to attack General Sherman or the peace commission?

Who has ever sought to arraign General Harney for feeding the same Indians for whom Commissioner Parker made provision, although General Harney, without authority of law, incurred an expenditure vastly beyond that which Commissioner Parker incurred?

Who has dared to insinuate that General Sherman was in fraudulent collusion with contractors because he paid large prices for beef, much larger than General Parker paid? Who ever thought of bringing General Harney before a committee in Congress for paying almost three times as much for flour as Commissioner Parker did?

It is in evidence, what every public man familiar with the management of Indian affairs knows, that ever since the Indian Bureau has been in existence, it has been the custom of the office to provide for the Indians as Commissioner Parker did. The Indian Office has been arraigned over and over again, and probably more discussion has taken place in and out of Congress upon the management of Indian affairs than upon any other, and I have yet to learn of an effort having ever been made to convict an Indian Commissioner of violation of law for making provision, as Commissioner Parker did. The necessity for sometimes resorting to open market purchases and contracts without advertisement, has been recognized by every administration, and I think I may say every Congress. With this knowledge, and these precedents to guide him, how monstrous it is to assail Commissioner Parker upon this ground!

If Mr. Welsh desires to keep the Indian Office free from outside rings and corrupt combinations, Heaven help him; but if he expects to reform our public service by wholesale charges of corruption that have no foundation except in his own fertile brain; if he hopes to reassure public confidence by destroying the faith the people have in their public servants, through the means of a vexatious and heartless pursuit of those in official position; if he hopes to engraft upon our Indian management the benign influences of the church through an unchristian method of attack; if he hopes to elevate the Indian by openly declaring, as he has, that the President has put into the office to which they look for protection one who is but a remove from barbarism, thus stigmatizing the whole race; if he believes that the Christian people of this land are to join him in a crusade against this representative of the Indian by groundless

accusations; if, in short, he intends to work out certain theories of his own under cover of Christian philanthropy, without regard to consequences, he will find he has undertaken that which will recoil fearfully upon him, and which will awaken an indignant protest from every honest heart.

Mr. Chairman, you and others are not blind to the general results of the President's policy, so ably carried out in its details by the Indian Bureau; you have seen no Indian wars desolating our borders since its inauguration; your Committee of Appropriations have had no millions to provide, as heretofore, for large numbers of troops to avenge the murders of our frontier citizens, and repress the warlike spirit of the Indians; the dollars expended by Commissioner Parker, have been units to the tens previously expended; since this trial began you have provided for additional of the warlike savages, who are coming in to be fed and to acquire our habits of life, and you know the general feeling which pervades the people along the border is, that we must hold out every encouragement in the direction now being taken; you know, for you have had frequent intercourse with the Commissioner, how earnestly he has bent his energies to second the wishes of the President and Congress in this regard. Is it, then, too much to ask that these things be considered? At the worst, this record shows only that the Commissioner has been too bountiful in his supplies of food, although it does not appear that a pound of provisions has been wasted; at the worst, he has erred in not feeding the Indians from hand to mouth, keeping their minds full of doubt each day as to their subsistence for the next. I believe, Mr. Chairman, Commissioner Parker has no regret that he chose the course he did. By doing so, he has convinced the Indians that the Government is in earnest, and that it may be trusted.

It may well be asked, what would have been the gravamen of Mr. Welsh's complaint had a timid policy been pursued at the juncture we have considered, and an Indian outbreak been the result? I doubt not he would then have held the Commissioner responsible for not doing the very thing of which he now complains.

But, sir, a subject of this gravity is not to be judged by the cost of a few thousand pounds of beef or sacks of flour; or an accidental side of bacon, with a rib in it; or a few barrels of sugar made of molasses; or the difference between the cost of shipping goods up the Missouri River in the spring and fall; or the cent per cent. bargainings by which some men amass large fortunes in cities like Philadelphia.

Gentlemen in public positions, called upon to assume responsibilities unknown to urban merchants, learn to take broader views of affairs of state. The experience of your committee, Mr. Chairman, as public men, furnishes some guarantee that Commissioner Parker will be judged from the standpoint of statesmanship, and not that of a tradesman, who, however honest and well-meaning, may be very narrow when he comes to view subjects new to him.

FRAUD.

There is a graver subject than any we have directly considered in connection with this investigation. And that is, whether there was fraud in the transactions of the Commissioner of Indian Affairs in the matter of letting the contracts in question. It is a common thing, in this very sensitive age, to attribute bad motives to men where good ones are not positively shown. And men have a loose way of expressing themselves as to the conduct of public officers, in which "fraud" and "corruption" are used interchangeably with "mistakes" and "blunders." Now, there are some rules of law upon this subject which it may be well enough to bring to the notice of the committee.

Actual fraud is not to be presumed, but ought to be proved by the party who alleges it.

If the motive and design of an act may be traced to an honest and legitimate source equally as to a corrupt one, the former ought to be preferred. (*Conrad vs. Nicoll*, 4 Peters, 295; *Clark vs. White*, 12 Peters, 178; *Garrow vs. Davis*, 15 Howard, 272.)

This is the rule of law laid down in all the books, and need but be stated to remind the committee of the rule.

Fraud may be proved by circumstances; yet, if an act do not necessarily imply fraud, it is not to be presumed. (*Gregg vs. Sayre*, 8 Peters, 244; *Tardy vs. Morgan*, 3 McL., 358; *Henckly vs. Henderson*, 5 McL., 170.)

These are rules familiar to all lawyers, and I suppose will not be denied.

I do not know, Mr. Chairman, that I ought to go so far as to admit that your committee entertain now any suspicion of fraud or corruption on the part of the Commissioner, as I may seem to do by suggesting any consideration of this subject.

Mr. Welsh has stopped short of a direct charge of corruption. He has been careful to utter no libelous words which the law will take hold of and punish. Whatever his indiscretions and extravagances of speech and pen, he has been shrewd enough to avoid personal liability.

But, Mr. Chairman, he has suggested that, considering such and such things, he

thinks it "more than probable there was collusion in an attempt to defraud the Government;" but between whom he is vague and uncertain as to his meaning.

(See charge tenth, p. 127.)

I ask the committee to read charge tenth, and notice the reasons given for the belief of Mr. Welsh as to fraudulent collusion.

Of the four facts given for this belief, but a single one is proved by evidence, and that is, that Mr. Bosler is a partner in the Morrow contract; a fact which Commissioner Parker did not know until this investigation began; a fact, too, which, had he known it at the time, would not imply any collusion.

So far as the basis of Mr. Welsh's imagined fraud is concerned, it has not so much in it as the baseless fabric of a vision.

I am not disposed to recite the circumstances in the case from which fraud is to be inferred, if at all. They have been fully presented in connection with other questions, and I can only say that I believe now Mr. Welsh even will feel called upon to abandon the suspicion with which he entered upon the prosecution of this case. I ought not, perhaps, to overlook in this connection, while speaking of the absence of evidence of fraud, the fact that Mr. Welsh has pursued this phantom to such an extent as to bring before the committee the private bank account of Mr. Bosler. Mr. Welsh resides in Philadelphia, and his position there enabled him to institute, in a manner not altogether creditable to the parties, an inquiry into the bank account of Mr. Bosler. On the 28th of January, during the progress of this trial, Mr. Jay Cooke, from Philadelphia, telegraphed to New York as follows:

"DATED PHILADELPHIA, PA., ——— 28, 1871.

[Received at 2.57, January 28.]

"To Jay Cooke & Co., New York City:

"Send by Monday's mail, to H. D. Cooke, Washington, copies and detail of deposits, draughts, and other transactions by J. W. Bosler and General Ely S. Parker, since May last, and have them certified by sub-treasurer. Answer.

"JAY COOKE."

That this dispatch was suggested by Mr. Welsh no one can deny, for it is not to be supposed that Mr. Jay Cooke cared enough about this investigation to enter upon such an inquiry without the suggestion of some one, and who else could have made it but Mr. Welsh? On the same day Jay Cooke's partner, Mr. Fahnestock, replied to this telegram as follows:

[Received at Philadelphia.]

"TO JAY COOKE:

"[Copy.] January twenty-eight. General Parker never had any transactions with us. Bosler, now in office, has had large deposit accounts with us for two years, never asking accommodations, and is entitled to consideration accordingly. Is it proper to send details of his account?

"H. C. FAHNESTOCK."

When Mr. Cooke, on receiving this reply, showed it to Mr. Welsh, he ought to have been satisfied, but it seems he was not, and hence, on February 3, we find brought before the committee (without opportunity to object, if we had desired to make an objection) the books showing Mr. Bosler's transactions with that bank for the year 1870. The closest examination into the checks of Mr. Bosler reveals no connection between him and the Commissioner, and, as we have seen, Mr. Fahnestock telegraphed that Commissioner Parker had had no transactions with that bank. Whether Mr. Welsh's examination into private bank accounts ended here I cannot say. But the zeal which led him to go to this extent doubtless has led him to make similar inquiry into all the banks of this city and elsewhere, where he had the slightest suspicion anything could be ascertained derogatory to the Commissioner. It is, perhaps, fortunate for Commissioner Parker that he has but a sorry bank account, if any; for no one could convince Mr. Welsh, if he should find \$50,000 anywhere to the credit of Commissioner Parker, that that fact alone would not establish the corruption of the Commissioner.

I would remind the committee of the fact that all the witnesses with whom any collusion is hinted at have answered the question directly as to whether the Commissioner had any pecuniary interest in any transaction connected with this investigation. The Commissioner was himself asked the direct question as to any pecuniary interest he may have had in any of these transactions; and I need only say that the answers of all the persons implicated contained the fullest and amplest denial of any connection as charged. These persons, including the Commissioner, are either perjured men, and you must so hold, or else you must find that the Commissioner's integrity is spotless and without taint.

What I have said, Mr. Chairman, in this summing up of the testimony, has been, as you know, under great pressure as to time, and without any opportunity of knowing the view which the committee may take, or the theories which may be urged on the committee by Mr. Welsh, in the paper which I believe he intends submitting to the committee. I have earnestly endeavored to cover the whole case, and have sought to omit nothing which would in any way tend to arrive at the truth of the matter.

If I am to judge of what views will be taken by Mr. Welsh from his fulminations through the public press, even since this investigation began, and his efforts to have the case prejudged, I am prepared for almost any misstatement of facts, and false and unwarranted conclusions. The committee ruled, in the course of the investigation, that the motive which led Mr. Welsh to institute this prosecution was not competent evidence, although enough appears in the record to establish the fact that he has had a long-cherished purpose of accomplishing the removal of Commissioner Parker from office, (see p. 62,) and that he expressed the opinion that he would have been successful at the time he resigned from the board of commissioners, had they followed his example and resigned also. I was prepared to prove that while he was in the West, pretending to act under direct authority from the President of the United States, he was insidiously poisoning the minds of the Indians against those who are appointed to manage their affairs, and that he even went so far as to offer money to procure evidence which would lead to the removal of Commissioner Parker. But this I was not permitted to show, and, perhaps, properly; for, after all, it matters little what Mr. Welsh's motive was, the chief inquiry being as to whether the administration of Commissioner Parker has been good or bad. I speak of this, however, Mr. Chairman, not to detract from any just criticisms Mr. Welsh may make upon the testimony, or belittle any just conclusions which he may reach; but to caution the committee against receiving any statements made by him in any paper he may submit as purporting to be sustained by the record, unless upon examination of the record he shall be found to be sustained.

In conclusion, then, Mr. Chairman, you must allow me to thank you and the members of the committee for the permission to present my views in this case, and as they are not given for any other view than that of assisting in the development of the truth with regard to the case, and are given in the interests solely of my friend, Commissioner Parker, I ask in his behalf that they may be duly considered, and if not inconsistent with the rules of procedure in such cases, that they may accompany the record in the case when it shall be submitted to the House of Representatives.

ADDENDUM.

I ought perhaps to add, in the matter of the payment of money to the Quapaw Indians, whereby the attorney received one-third, that General Parker had nothing to do with the payment.

I speak of this, lest he may be connected with it in some manner. The evidence relieves him from any participation in the transaction, and I suppose the committee will so find.

INDEX

TO

TESTIMONY, DOCUMENTARY EVIDENCE, AND ARGUMENTS.

	Page.
Testimony of Joseph A. Williamson	1
Augustus P. Jocknick	4
John D. Lang	4
Vincent Colyer	7
Felix R. Brunot	12
Edward Earl	14
S. E. Ward	16
Ely S. Parker	18
William Meyers	36
L. H. Roberts	38
Thomas T. Buckley	40
Edward H. Amidon	43
Major B. DuBarry	46
George A. Mercer	47
General M. C. Meigs	47
James A. Smith	51
James G. Blunt	51
J. W. Bosler	58
Charles E. Hedges	65
John Dobson	68
Vincent Colyer, recalled	69
Stewart Wilson	69
John H. Charles	70
Jacob D. Cox	74
Charles D. Woolworth	81
Walter A. Burleigh	89
William Nicholson	93
Joseph A. Williamson, recalled	94
Ely S. Parker, recalled	94
A. T. Huntington	95
General M. C. Meigs, recalled	95
Captain DeWitt Clinton Poole	96
General William Meyers, recalled	97
Major B. DuBarry, recalled	98
John Finn	99
Robert McBratney	103
Thomas J. Buckley, recalled	105
Henry C. Fahnestock	106
John T. Baldwin	106
Captain DeWitt Clinton Poole, recalled	107
Thomas E. McGraw	108
E. S. Parker, recalled	108
General William Meyers, recalled	109
J. W. Bosler, recalled	109
Alvin C. Leighton	110

APPENDIX.

House resolution December 12, 1870, relative to expenditures of money for the benefit of Indians in the United States	111
Letter from William Welsh, with inclosures, to Hon. Columbus Delano, Secretary of the Interior, December 7, 1870	111-122
Letter from E. S. Parker to Hon. C. Delano, Secretary of the Interior, January 12, 1871	123-125
Letter from William Welsh to Hon. A. A. Sargent, January 9, 1871	125, 126
Letter from William Welsh, January 9, 1871, statement of misconduct in the Indian Office	126, 127
Letter from E. S. Parker to Hon. A. A. Sargent, January 13, 1871	128, 129
Letter from J. M. Morton to Commissioner Parker, inclosing report of Captain G. M. Randall, April 9, 1870	129
Letter from J. M. Martin, April 30, 1870, inclosing letter of Agent Hearn, April 19, 1870	129
Telegram from Superintendent Burbank to Commissioner Parker, May 2, 1870	130
Letter from Commissary General Eaton to Commissioner Parker, May 27, 1870	130
Letter from Commissioner Parker to General Eaton, June 1, 1870	130
Letter from Commissioner Parker to Superintendent Burbank, June 1, 1870	131
Letter from Lieutenant Woodson to Supervising Commissary Sullivan, June 4, 1870, inclosing requisition for supplies for Indians at Whetstone agency	131
Letter from Brevet Major General Clarke to Brevet Major General A. B. Eaton, June 15, 1870	132
Letter from Commissary General to Secretary of War, June 18, 1870	132
Letter from Adjutant General A. D. Townsend to Secretary of the Interior, June 18, 1870	132
Letter from Superintendent Burbank to Commissioner Parker, June 17, 1870	132, 134

	Page.
Letter from Superintendent Burbank, June 18, 1870, inclosing report of Agent Hearn, of June 2, 1870.....	134, 135
Letter from Superintendent Burbank, July 4, 1870, inclosing report of Agent Hearn, of July 1, 1870.....	135
Letter from Agent Hearn of June 18, 1870.....	135, 136
Letter from Superintendent Burbank, July 6, 1870, inclosing report of Agent Poole, of July 4, 1870.....	136
Letter from Superintendent Burbank, September 10, 1870, inclosing report of Agent J. A. Hearn, for month of July, 1870.....	137
Letter from Superintendent Burbank, June 11, 1870, inclosing report of Lieutenant W. H. French, Jr., of June 7, 1870.....	137
Letter from Superintendent Burbank, of June 27, to Commissioner Parker.....	138, 139
Letter from Superintendent Burbank, of July 27, 1870, to Commissioner Parker.....	139
Letter from Superintendent Burbank, June 18, 1870, inclosing letter of Major J. M. Goodhue, of June 15, 1870.....	139, 140
Letter from Acting Commissioner W. F. Cady to Hon. John A. Burbank, June 27, 1870.....	140
Telegram from D. C. Poole to Hon. E. S. Parker, June 18, 1870.....	140
Telegram from Commissioner Parker to Agent Poole, June 18, 1870.....	140
Letter from Agent Poole to Commissioner Parker, June 18, 1870.....	140, 141
Letters from Acting Commissioner Cady to Agents Goodhue, French, and Randall, June 18, 1870.....	141
Letter from Acting Commissioner Cady to Agent Poole, June 18, 1870.....	141
Letter from Acting Commissioner Cady to Agent Hearn, June 18, 1870.....	142
Telegram from Agent Poole to Commissioner Parker, June 22, 1870.....	142
Telegram from Commissioner Parker to Agent Poole, June 22, 1870.....	142
Letter from Acting Commissioner Cady to J. W. Bosler, June 23, 1870.....	142
Telegram from J. W. Bosler to Hon. E. S. Parker, July 3, 1870.....	142
Letter from J. W. Bosler to Commissioner Parker, July 4, 1870.....	143
Letter from Superintendent Burbank, June 30, 1870, inclosing letter of Agent Clifford, of June 16, 1870.....	143
Telegram from Superintendent Burbank to Hon. E. S. Parker, July 3, 1870.....	144
Telegram from Acting Commissioner Cady to J. W. Bosler, July 5, 1870.....	144
Telegram from J. W. Bosler to Hon. E. S. Parker, July 5, 1870.....	144
Letter from Commissioner Parker to J. W. Bosler, July 9, 1870.....	144
Letter from Superintendent Burbank, July 15, 1870, inclosing letter of Agent Poole of July 10, 1870.....	144, 145
Letter from J. W. Bosler to Commissioner Parker, July 10, 1870.....	145
Letter from Commissioner Parker to J. W. Bosler, July 18, 1870.....	145, 146
Telegram from J. W. Bosler to Commissioner Parker, July 19, 1870.....	146
Telegram from Commissioner Parker to various Indian agents, July 20, 1870.....	146
Letter from Acting Commissioner Cady to Superintendent Burbank, July 23, 1870.....	146
Report of Acting Commissioner Cady to the Secretary of the Interior, August 13, 1870.....	146, 147
Reply of Secretary of the Interior, August 16, 1870.....	147
Letter from Commissioner Parker to J. W. Bosler, August 10, 1870.....	147
Instructions to various agents, August 10, 1870.....	147
Letter from Agent Randall, Cheyenne agency, to Commissioner Parker, August 20, 1870.....	147, 148
Letter from Acting Agent Roberts, August 21, 1870.....	148
Letter from Commissioner Parker from New York, August 25, 1870, to Acting Commissioner Cady.....	148, 149
Copy of advertisement and extension of time.....	149
Abstract of proposals received under foregoing advertisement.....	150
Letter from Commissioner Parker to J. W. Bosler, September 5, 1870.....	151
Telegrams to J. W. Bosler and J. A. Morrow, accepting their bids for supplies.....	151
Telegram from Acting Commissioner Cady to Commissioner Parker, September 15, 1870.....	151
Extract from report of Commissary General for 1870.....	152
Letter from Superintendent Burbank, September 8, 1870, inclosing letter of Agent Poole, of September 5, 1870.....	152
Contract with J. W. Bosler, June 17, 1870.....	153
Contract with J. A. Morrow, September 17, 1870.....	153, 154
Contract with J. W. Bosler, September 26, 1870.....	154, 155
Contract with Northwest Transportation Company, September 26, 1870.....	155
Obligation of J. W. Bosler, with sureties, to perform contract of September 26, 1870.....	155
Obligation of J. A. Morrow, with sureties, to perform contract of September 17, 1870.....	155, 156
Obligation of Charles D. Woolworth, secretary Northwest Transportation Company, with sureties to perform contract of September 6, 1870.....	156
Letter from William F. Cady to Hon. J. A. Burbank, September 10, 1870.....	156, 157
Letter from DeWitt C. Poole to Hon. J. A. Burbank, August 29, 1870.....	157
Letter from John A. Burbank to Hon. E. S. Parker, July 15, 1870.....	157
Letter from John A. Burbank to Hon. E. S. Parker, September 1, 1870.....	157, 158
Letter from William F. Cady to Hon. John A. Burbank, June 18, 1870.....	158
Letter from John A. Burbank to Hon. E. S. Parker, July 19, 1870, inclosing letter from J. A. Hearn to Hon. E. S. Parker, July 1, 1870.....	158, 159
Letter from E. S. Parker to Hon. J. D. Cox, Secretary of the Interior, June 18, 1870.....	159
Letter from J. D. Cox to the Secretary of War, June 21, 1870.....	159
Letter from William W. Belknap, Secretary of War, to the Secretary of the Interior, July 11, 1870.....	159
Letter from Vincent Colyer to Hon. A. A. Sargent, July 19, 1870.....	159, 160
Letter from A. A. Sargent to Vincent Colyer, July 20, 1870.....	160
Memorandum of contract made between Northwest Transportation Company and N. G. Taylor, Commissioner of Indian Affairs of the United States, March 25, 1868.....	160, 161
Articles of agreement made between Northwest Transportation Company and E. S. Parker, Commissioner of Indian Affairs of the United States.....	161, 162
Statements of shipments of supplies under contracts of H. K. and G. K. Hazlett, February 16 and 17, 1870.....	162
Letter from Isaac T. Gibson to W. E. Dodge, 10th month 13th, 1870.....	162, 163
Letter from W. F. Cady to J. A. Williamson, September 8, 1870.....	163, 164

	Page.
Articles of agreement made between S. M. Janney, superintendent of Indian affairs, and John Finn, July 15, 1870	164
Articles of agreement made between S. M. Janney, superintendent of Indian affairs, and Walter B. Burleigh, October 4, 1869	165
Letter from E. S. Parker to Hon. John A. Burbank, July 13, 1870	165
Certificate of E. B. French, Second Auditor, to abstract of payments, January 25, 1871	166, 167
Articles of agreement made between Henry F. Clarke, assistant commissary of subsistence United States Army, and Edward Fenlon, June 18, 1869, and July 6, 1869	168, 169
Letter from Edward Fenlon to General H. F. Clarke, September 21, 1869	169
Letter from H. F. Clarke to Edward Fenlon, September 21, 1869	169
Proposals for Indian goods by E. S. Parker, July 29, 1870	170, 171
Schedule of prices to be paid H. K. Hazlett, per agreement with Assistant Quartermaster General United States Army, February 17, 1870	172-178
Schedule of prices to be paid G. K. Hazlett, per agreement with Assistant Quartermaster General United States Army, February 16, 1870	179
Contract made between Brevet Major General D. H. Rucker and G. K. Hazlett, February 16, 1870	180, 181
Contract made between Brevet Major General D. H. Rucker and H. K. Hazlett, February 17, 1870	182-184
Letter from W. F. Cady to Hon. E. S. Parker, July 22, 1870	184
Telegram from E. S. Parker to Chicago Republican	184
Subsistence supplies required at Whetstone agency, D. T., from Oct. 1, 1870, to June 30, 1871 ..	185, 186
Account of J. W. Bosler with Jay Cooke & Co., New York, from June 9, 1870, to Jan. 27, 1871 ..	187, 188
Papers Nos. 1 to 7, inclusive, statements of indebtedness of the United States to the Northwest Transportation Company	188-212
Papers Nos. 1 to 12, inclusive, statements of indebtedness of the United States to J. W. Bosler	212-224
Argument of Mr. Welsh	225-240
Letter of Mr. Parker to the committee	240, 241
Argument of Mr. Chipman	241-286